

**STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
AGRICULTURAL EDUCATION REIMBURSEMENT AGREEMENT**

This agreement is hereby made and entered into by and between the State of Illinois, Department of Agriculture, Bureau of County Fairs, hereinafter called the DEPARTMENT, **the agricultural education teacher for Section _____, and the _____ High School district administrator**, hereinafter called the TEACHER/ADMINISTRATOR, and such parties agree to the following:

1. **PURPOSE OF THE AGREEMENT:** The TEACHER/ADMINISTRATOR agrees to utilize the funds disbursed by the DEPARTMENT to the TEACHER/ADMINISTRATOR as reimbursement for premiums awarded to agricultural education students exhibiting livestock or agricultural products at the fair or fairs in the section in which the student resides, pursuant to Section 16 of the Agricultural Fair Act (the "Act"), 30 ILCS 120/16, and the Department's rules.
2. **AMOUNT:** The dollar amount received by the TEACHER/ADMINISTRATOR is determined by the amount of funds appropriated annually by the Illinois General Assembly and at a rate designated by the Department that is in compliance with the relevant year's appropriation for each section holding an Agricultural Education Section Fair or Fairs during the relevant year, pursuant to Section 16 of the Act.
3. **PERMISSIBLE REIMBURSEMENT:** Permissible reimbursements include premiums awarded to agricultural education students exhibiting livestock or agricultural products at the fair or fairs in the section in which the student resides. No premium shall be duplicated for any particular exhibition of livestock or agricultural products in the fair or fairs held in any one section. Warrants shall be issued by the State Comptroller payable to the TEACHER/ADMINISTRATOR on vouchers certified by the Department, based upon a certified report filed by the section fair manager of the premiums awarded to agricultural education students at such fair.
4. **TERM:** The term of this contract shall be for the period commencing upon execution of this agreement and shall terminate on **June 30, 2015**.
5. **FISCAL FUNDING:** Obligations of the DEPARTMENT shall cease immediately and without penalty or the requirement of further payment if in any fiscal year the Illinois General Assembly, federal funding source, or other funding source fails to appropriate or otherwise make available funds for this Agreement.
6. **RELEASE AND INDEMNITY:** TEACHER/ADMINISTRATOR, for it and its employees, agents and representatives, and their heirs, successors, assigns, executors and administrators, agrees to fully and forever release and discharge the DEPARTMENT and its officers, employees and agents, and their heirs, successors, assigns, executors and administrators, from any and all claims, demands, rights of action or causes of action, present or future, whether the same be known, unknown or anticipated, resulting from or arising in connection with the TEACHER/ADMINISTRATOR which are the subject of this agreement. TEACHER/ADMINISTRATOR further agrees to assume all risk of loss and to indemnify and hold the DEPARTMENT and its officers, employees and agents, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys and witness fees, and expenses incident thereto, for injuries to persons, including death and mental anguish, and for loss of, damage to, or destruction of property, including property of the DEPARTMENT, or any other injury, including infringement of the patent, copyright, trademark, service mark or trade secret, resulting from or arising out of any negligent or intentional act or omission of TEACHER/ADMINISTRATOR, or of any employee, agent or representative of TEACHER/ADMINISTRATOR.
7. **REPORTING:** A fiscal accounting of the expenditure of funds by the TEACHER/ADMINISTRATOR shall be filed by the section fair manager with the Department within 30 days after the close of the fair. If a fiscal accounting cannot be timely filed, then a report describing the status of efforts to complete the fiscal accounting shall be filed by the section fair manager with the Department within 30 days after the close of the fair, and every 30 days thereafter until the fiscal accounting is filed. If these deadlines are not met, no money will be reimbursed for the show under this signed contract unless otherwise approved by the bureau chief of this Department. Under no circumstances will reimbursement be approved unless a fiscal accounting is filed with the Department. A signed copy of this contract must also be on file with the Department before any reimbursement can be made for any show during this current fiscal year.
8. **ADA COMPLIANCE:** TEACHER/ADMINISTRATOR shall be responsible for assuring that all activities conducted by the TEACHER/ADMINISTRATOR will comply with the Americans with Disabilities Act of 1990.
9. **RECOVERY OF FUNDS:** Any funds that have been misspent or are being improperly held or the expenditure of which is not in compliance with applicable federal and state laws or DEPARTMENT rules and regulations will be subject to recovery by the DEPARTMENT.
10. **BREACH:** Failure of TEACHER/ADMINISTRATOR to perform as specified is cause for immediate termination of this Agreement at the option of the DEPARTMENT, without limitation upon any other relief available to the DEPARTMENT.
11. **MAINTENANCE OF RECORDS:** TEACHER/ADMINISTRATOR shall maintain, for a minimum of three years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the DEPARTMENT; and the TEACHER/ADMINISTRATOR agrees to cooperate fully with any audit conducted by the Auditor General or the DEPARTMENT and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this TEACHER shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
12. **REGISTRATION OF PREMISES:** TEACHER/ADMINISTRATOR shall encourage all agricultural education students (parents of minor students) exhibiting livestock at the fair or fairs in the section in which the student resides to register with the Department **the premises where the animal is kept** as part of the Department's implementation of the National Animal Identification System. TEACHER/ADMINISTRATOR shall notify the agricultural education students of the methods for registering the premises, which includes the following: (a) agricultural education students may call the Department at (866)-299-9256, (b) agricultural education students may register on the internet at www.agr.state.il.us/premiseid or (c) agricultural education students may request forms from the Department by writing to the Department at Bureau of Animal Health, P.O. Box 19281, Springfield, Illinois 62794-9281 and returning the completed forms to the Department.

13. **CERTIFICATIONS and LEGAL ABILITY TO CONTRACT:** TEACHER/ADMINISTRATOR acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract TEACHER/ADMINISTRATOR certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. TEACHER/ADMINISTRATOR shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, TEACHER/ADMINISTRATOR and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, TEACHER/ADMINISTRATOR acknowledges and agrees that should TEACHER/ADMINISTRATOR or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the TEACHER/ADMINISTRATOR and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. TEACHER/ADMINISTRATOR certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

3. TEACHER/ADMINISTRATOR, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4. TEACHER/ADMINISTRATOR, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

5. TEACHER/ADMINISTRATOR certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current TEACHER/ADMINISTRATOR providing the services covered by this contract and the employees of that TEACHER/ADMINISTRATOR who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

7. TEACHER/ADMINISTRATOR certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

8. If TEACHER/ADMINISTRATOR has been convicted of a felony, Fair certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.

9. If TEACHER/ADMINISTRATOR or any officer, director, partner, or other managerial agent of Fair has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Fair certifies at least five years have passed since the date of the conviction. TEACHER/ADMINISTRATOR further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. TEACHER/ADMINISTRATOR certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
11. TEACHER/ADMINISTRATOR certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. TEACHER/ADMINISTRATOR certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. TEACHER/ADMINISTRATOR certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. TEACHER/ADMINISTRATOR certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. TEACHER/ADMINISTRATOR certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. TEACHER/ADMINISTRATOR certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. TEACHER/ADMINISTRATOR certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. TEACHER/ADMINISTRATOR certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. If TEACHER/ADMINISTRATOR employs 25 or more employees and this contract is worth more than \$5,000, TEACHER/ADMINISTRATOR certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If TEACHER/ADMINISTRATOR is an individual and this contract is worth more than \$5000, TEACHER/ADMINISTRATOR certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. TEACHER/ADMINISTRATOR certifies that neither Fair nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. TEACHER/ADMINISTRATOR certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. TEACHER/ADMINISTRATOR certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

23. TEACHER/ADMINISTRATOR certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
24. TEACHER/ADMINISTRATOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. TEACHER/ADMINISTRATOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
26. TEACHER/ADMINISTRATOR certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. TEACHER/ADMINISTRATOR warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Fair and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
28. TEACHER/ADMINISTRATOR certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
29. TEACHER/ADMINISTRATOR certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, TEACHER/ADMINISTRATOR certifies as applicable:

TEACHER/ADMINISTRATOR is not required to register as a business entity with the State Board of Elections.

or

TEACHER/ADMINISTRATOR has registered with the State Board of Elections. As a registered business entity, Fair acknowledges a continuing duty to update the registration as required by the Act.

30. TEACHER/ADMINISTRATOR certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

TEACHER/ADMINISTRATOR must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. TEACHER/ADMINISTRATOR certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. TEACHER/ADMINISTRATOR certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. TEACHER/ADMINISTRATOR certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. TEACHER/ADMINISTRATOR certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

14. **Taxpayer Identification Number:** TEACHER/ADMINISTRATOR certifies that:
The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and it is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) 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 it that it is no longer subject to backup withholding; and it is a U.S. person (including a U.S. resident alien).

PLEASE COMPLETE THIS SECTION

Employer Identification Number _____ (must fill in)

Legal Status (check one):

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership/Legal Corporation
- ____ Tax-exempt
- ____ Corporation providing or billing medical and /or health care services
- ____ Corporation NOT providing or billing medical and / or health care services
- ____ Governmental
- ____ Nonresident alien
- ____ Estate or Trust
- ____ Pharmacy (non-corporate)
- ____ Pharmacy/Funeral Home/Cemetery (Corp)
- ____ Other

15. **LAWS OF ILLINOIS CONTROL:** This Agreement shall be governed by Illinois law and administrative rule.
16. **ASSIGNMENT:** This Agreement shall not be assigned or otherwise transferred without the prior written consent of the DEPARTMENT.
17. **ENTIRE AGREEMENT:** This Agreement, including all attachments hereto, constitutes the entire agreement between the DEPARTMENT and FAIR. Any modifications must be in writing signed by both parties. If any provisions of the Agreement should be found illegal, invalid, or void, said provisions shall be considered severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

PLEASE COMPLETE THE ENTIRE CONTRACT AND SUBMIT TO ILLINOIS FFA CENTER
(Fax: 217/753-3328) Email: pdavis@illinoiffa.org

FY15 Contract Year

COMPLETE INFORMATION BELOW

SECTION #: _____ (must be filled in)

HIGH SCHOOL NAME (Printed): _____

TEACHER

Name (Print) _____

Signature _____
Ag. Ed. Teacher

DEPARTMENT OF AGRICULTURE

Signature _____
Robert F. Flider, Director

Signature _____
Raymond Watson, General Counsel

HIGH SCHOOL ADMINISTRATOR

Name (Print) _____

Signature _____
High School Administrator

Date _____

Date _____