

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
4-H 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, and the Board of Trustees of the University of Illinois on behalf of the Cooperative Extension Offices listed in Exhibit A, hereinafter called the 4-H, and such parties agree to the following:

1. PURPOSE OF THE AGREEMENT: The 4-H agrees to utilize the funds disbursed by the DEPARTMENT to the 4-H as reimbursement for premiums, judges' fees, and ribbons expended by the 4-H for at least one show or exhibition of the eligible members' project work approved by the State 4-H Office, pursuant to Section 14 of the Agricultural Fair Act (the "Act"), 30 ILCS 120/14, and the Department's rules.
2. AMOUNT: The dollar amount received by the 4-H is determined by the amount of funds appropriated annually by the Illinois General Assembly and at a rate predetermined by the Department per eligible member for the year as recorded in the State 4-H Office, pursuant to Section 14 of the Act. **If disbursements from the Department to the 4-H are not fully expended, then they must be returned to the Department.**
3. PERMISSIBLE REIMBURSEMENT: Permissible reimbursement claims initially shall include cash premiums and judges' fees (not to exceed \$800) expended by the 4-H for at least one show or exhibition of the eligible members' project work approved by the State 4-H Office. The disbursements must not be applied to more than one show or exhibition per calendar year of any one class or type of project work. If there remains an amount of the appropriation after initial claims have been paid, the Department shall provide reimbursement to each county or unit in the following order: 1) excess cash premiums awarded; 2) excess judges' fees; and 3) ribbons.
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: 4-H, 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 4-H which are the subject of this agreement. 4-H 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 4-H, or of any employee, agent or representative of 4-H, in the performance of this agreement.

7. REPORTING:

(a)Reporting. As directed by the University of Illinois, 4-H's county extension director shall report to the State 4-H Office the eligible number of members participating in the 4-H year. The University will then file with the Department an Accountability for Agricultural Premiums report certifying the number of eligible 4-H members.

(b)Accounting. The 4-H's county extension director shall certify to the State 4-H officer under oath on a form furnished by the Department the amount paid out for premiums, judges' fees and ribbons at the show or exhibition and the name of the officer or organization making the payments and the number of eligible members for the relevant year. Such certification must be accompanied by itemized receipts as evidence of the certified amounts, and it must be filed with the Department before December 31 of each year. 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 county extension director with the Department by December 31 of the year of this contract. If the accounting is NOT filed by the deadline, 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: 4-H shall be responsible for assuring that all activities conducted by the 4-H 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 4-H 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: 4-H 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 4-H 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 Section 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: 4-H shall encourage all participants (parents of minor participants) in every livestock contest, event, or race 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. 4-H shall notify the participants of the methods for registering the premises, which includes the following: (a) participants may call the Department at (866)-299-9256, (b) participants may register on the internet at www.agr.state.il.us/premiseid or (c) participants 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:

4-H 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 4-H certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, 4-H 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, 4-H acknowledges and agrees that should 4-H 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 4-H or its agents 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. 4-H certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. If 4-H employs 25 or more employees and this contract is worth more than \$5000, 4-H certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)
4. 4-H certifies that the 4-H is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
5. 4-H certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
6. 4-H 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).
7. 4-H 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 Contractors 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.
8. 4-H certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will 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)

9. 4-H certifies that the number shown on this form is our correct taxpayer identification number.

4-H Name: _____

Taxpayer Identification Number: _____

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

FY15 Contract Year

BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

DEPARTMENT OF AGRICULTURE

By: _____
Comptroller

Signature: _____
Robert F. Flider, Director

Date: _____

Attest: _____
Board Secretary

By: _____

Date: _____

Raymond Watson, General Counsel

Approved: _____

Date: _____

Department Contact

Approved As To Form:

Office of University Counsel