

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
FAIR AND EXPOSITION FUND 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 _____ COUNTY FAIR and EXPOSITION in _____, hereinafter called the FAIR, and such parties agree to the following:

1. **PURPOSE OF THE AGREEMENT:** The FAIR agrees to utilize the funds disbursed by the DEPARTMENT to the FAIR as reimbursement for agricultural, educational, trade, and scientific exhibits; premiums, liability and casualty insurance; and rehabilitation of the FAIR's grounds, including major construction projects and minor maintenance and repair projects; pursuant to Sections 18 and 20 of the Agricultural Fair Act (the "Act"), 30 ILCS 120/18, and the Department's rules.
2. **AMOUNT:** The dollar amount received by the FAIR is determined by the amount of funds appropriated annually by the Illinois General Assembly and Sections 18 and 19 of the Act.
3. **PERMISSIBLE REIMBURSEMENT:** Permissible reimbursements include agricultural, educational, trade and scientific exhibits; premiums and awards; other expenses incurred by Fair that are directly related to the operation of the fair and approved by rule by the Department if Fair holds the land on which the fair or exposition is conducted as a fee or is under a lease of at least 20 years, or is owned by the fair association participating in this disbursement, by an agricultural society, or by a fair and exposition authority, except as otherwise allowed by the Director. Permissible reimbursements may also be for the purchase of new or additional land; construction or maintenance of buildings, grounds, facilities, and infrastructure; or any improvement to the grounds, if Fair holds the land on which such fair or exposition is to be conducted as a fee or under a lease of at least 20 years, the terms of which require the Fair to have continuous possession of the land during every day of the lease period, or must be owned by the fair association participating in the disbursement, by an agricultural society, or by a fair and exposition authority; pursuant to Sections 18 and 20 of the Act and the Department's rules. FAIR shall submit claims to the Department for reimbursement of such expenditures.
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:** FAIR, 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 FAIR which are the subject of this agreement. FAIR 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 FAIR, or of any employee, agent or representative of FAIR.
7. **REPORTING:**
 - (a) **Declaration of Intent.** To qualify for disbursements by the Department from an appropriation made under the Act, the FAIR must notify the Department in writing of its declaration of intent to participate by January 1 of the year of participation in that fund, which election shall be binding for 4 calendar years. No Fair shall participate for the same calendar year in appropriations under both the Fair and Exposition Fund and the Agricultural Premium Fund. The notice must include the following: the facts of FAIR's organization, location, officers, dates of exhibitions, approximate amount of premiums to be offered, the estimated amounts to be expended, and the purpose for the expenditures.
 - (b) **Accounting.** On or before December 31 of each year following the expenditure, the Fair shall make an accounting of expenditures to the Department. 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 fair president 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 fair 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 AND PREVAILING WAGE LAW COMPLIANCE:** FAIR shall be responsible for assuring that all activities conducted by the FAIR will comply with the Americans with Disabilities Act of 1990 and the prevailing wage laws.
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 FAIR 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:** FAIR 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 FAIR 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. **HORSE DRUG TESTING:** The Department may require Fair to perform drug testing on horses entered in any race at a county fair sponsored by Fair. The Department shall notify Fair of the Department's drug testing requirements for a county fair at least 30 days prior to the county fair. Fair shall be reimbursed by the Department for the cost of any drug testing required by the Department pursuant to this provision. Fair shall notify participants of horse races of the possibility of drug testing of horses at the county fair prior to the entry of the participant in any race. Fair shall provide for the disqualification of horses that test positive for substances that are prohibited by FAIR or the rules for the race.

13. **REGISTRATION OF PREMISES:** The Fair shall register the fairgrounds premises with the Department as part of the Department's implementation of the National Animal Identification System. Also, the Fair shall encourage all participants (parents of minor participants) in every livestock contest, event, or race at a county fair 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. The Fair 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.

14. **CERTIFICATIONS and LEGAL ABILITY TO CONTRACT:** FAIR 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 FAIR 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. FAIR 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, FAIR 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, Vendor acknowledges and agrees that should Vendor 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 Fair 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. Fair 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. Fair, 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. Fair, 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. Fair 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 Fair providing the services covered by this contract and the employees of that Fair 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. Fair 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 Fair 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 Fair 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. Fair 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. Fair 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. Fair 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. Fair 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. Fair 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. Fair 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. Fair certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Fair 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. Fair 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. Fair 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 Fair employs 25 or more employees and this contract is worth more than \$5,000, Fair certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Fair is an individual and this contract is worth more than \$5000, Fair 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. Fair 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. Fair 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. Fair 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. Fair 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. Fair 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. Fair 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 of any child under the age of 12. 30 ILCS 584.

- 26.** Fair 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.** Fair 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.** Fair 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.** Fair 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, Vendor certifies as applicable:

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

or

Fair 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.** Fair 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.

Fair 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. Fair 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. Fair 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. Fair 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. Fair 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.

15. **Taxpayer Identification Number:** Fair 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

16. **LAW OF ILLINOIS CONTROL:** This Agreement shall be governed by Illinois law and administrative rule.
17. **ASSIGNMENT:** This Agreement shall not be assigned or otherwise transferred without the prior written consent of the DEPARTMENT.
18. **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 COUNTY FAIR OFFICE

(Fax: 217/524-6194) Email: Charlyn.fargo@illinois.gov OR gina.merano@illinois.gov

FY15

COUNTY FAIR & EXPOSITION

Signature _____
President

Name (Print) _____

Date _____

DEPARTMENT OF AGRICULTURE

Signature _____
Robert F. Flider, Director

by _____
Raymond Watson, Legal Counsel

Date _____