

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

This agreement is between the State of Illinois, acting by and through the Illinois Department of Agriculture, Bureau of County Fairs and Horse Racing (hereinafter "Department"), and _____, the Agricultural Education Teacher (hereinafter, "Teacher") for Section _____, acting on behalf of the Agricultural Education Teacher for that Section. The Parties agree as follows:

- 1. Purpose.** Teacher agrees to utilize the funds disbursed by Department to Teacher 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 30 ILCS 120/16, and the 8. Ill. Admin. Code 260.400 *et seq.*
- 2. Amount.** The dollar amount received by Teacher is determined by the amount of funds appropriated annually by the Illinois General Assembly and at a rate designated by Department that is in compliance with the relevant year's appropriation. Warrants shall be issued by the State Comptroller payable to Teacher identified above on vouchers certified by Department, based upon a certified report filed by the section fair manager of the premiums awarded to agricultural education students at such fair.
- 3. Permissible Reimbursement.** Pursuant to 30 ILCS 120/6, 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.
- 4. Term.** The term of this agreement shall be the date execution of this agreement until **June 30, 2021**.
- 5. Assignment.** This Agreement shall not be assigned or otherwise transferred.
- 6. Availability of Appropriation/Sufficiency of Funds.** This contract is contingent upon and subject to the availability of sufficient funds. Department may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to Department, (ii) the Governor or Department reserves appropriated funds, or (iii) the Governor or Department determines that appropriated funds may not be available for payment. Department shall provide notice, in writing, to Teacher of any such funding failure and its election to terminate or suspend this contract as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon Teacher's receipt of notice.
- 7. Breach and Termination.** Failure of Teacher to perform as specified is cause for immediate termination of this agreement at the option of Department, without limitation upon any other relief available to Department. Teacher's violation of any of the terms of this Contract shall, at the election of Department, work a revocation and forfeiture of all rights and privileges herein granted. Department may terminate this contract without penalty at any time for any reason including but not limited to convenience. Teacher may terminate this agreement upon 30 days written notice to Department.
- 8. Controlling Law and Compliance Therewith.** This Contract and Teacher's obligations hereunder are hereby made and must be performed in compliance with the laws of the State of Illinois, Illinois Department of Agriculture Administrative Rules, and all other applicable federal laws, county and municipal, ordinances, and regulations. Teacher shall obtain all licenses or permits required under Federal, State, county, or local laws, ordinances, or regulations necessary to fulfill this agreement and shall supply Department with proof of compliance upon request. This contract shall be governed by Illinois law.
- 9. Entire Contract and Severability.** This Contract, including any addendums or amendments signed by both parties and attached hereto, constitutes the entire agreement between the parties. Any modifications must be in writing and must be signed by all parties. If any provision of this Contract should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Contract shall be interpreted to the extent possible to give effect to the parties' intent. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties, notwithstanding that all of the Parties are not signatory to the same counterpart.
- 10. Force Majeure.** Should this agreement be prevented, rendered impossible or infeasible by any act, regulation, or executive order of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, interruption in delay of transportation services, war, act of God, emergencies or any other similar or dissimilar cause, it is understood and agreed that there shall be no claim for damages by either party to the Contract, and that the parties' obligations under this agreement are deemed waived.
- 11. Modification by Operation of Law.** This agreement is subject to such modifications as Department determines may be required by changes in State law or regulations applicable to this agreement. Any such required modification

shall be incorporated into and be part of this agreement as if fully set forth herein. Department shall timely notify Teacher of any pending implementation of any such regulations of which it has notice.

12. **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 laws or Department rules and regulations will be subject to recovery by Department.
13. **Registration of Premises.** Teacher shall encourage all agricultural education students (or parents of minor students) exhibiting livestock at the fair or fairs in the section in which the student resides to register with Department **the premises where the animal is kept** as part of Department's implementation of the National Animal Identification System. Teacher shall notify the agricultural education students of the methods for registering the premises, which include the following: (a) calling Department at 217/782-4944, (b) registering on the internet at <https://www2.illinois.gov/sites/agr/Animals/AnimalHealth/Pages/Premises-Registration.aspx> or, (c) requesting forms from Department by writing to Department at Bureau of Animal Health, P.O. Box 19281, Springfield, Illinois 62794-9281 and returning the completed forms to Department.
14. **Release/Indemnity.** Teacher, for it and its employees, agents and representatives, and their heirs, successors, assigns, executors and administrators, agrees to fully and forever release and discharge 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 Teacher which are the subject of this agreement. Teacher further agrees to assume all risk of loss and to indemnify and hold 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 resulting from or arising out of any negligent or intentional act or omission of Teacher, or of any employee, agent or representative of Teacher.
15. **Reporting.** A fiscal accounting of the expenditure of funds by Teacher shall be filed by the section fair manager with 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 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 Department. Under no circumstances will reimbursement be approved unless a fiscal accounting is filed with Department. A signed copy of this contract must also be on file with Department before any reimbursement can be made for any show.
16. **Standard Certifications.** Because this is a reimbursement agreement, and not a contract for supplies or services as defined in the Procurement Code at 30 ILCS 500/1-15.30, the Procurement Code Standard Certifications do not apply. Teacher acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement of this contract. By executing this contract Teacher certifies compliance with this subsection to the extent applicable under the law, and is under a continuing obligation to remain in compliance and report any non-compliance to the extent applicable under the law. 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.
 - a. Teacher acknowledges and agrees that should Teacher 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 Teacher 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.
 - b. Teacher 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.
 - c. Teacher, 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.
 - d. **Drug Free Workplace.** If Teacher employs 25 or more employees and this contract is worth more than \$5,000, Teacher certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Teacher is an individual and this contract is worth more than \$5000, Teacher 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.

- e. Teacher certifies that neither Teacher 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.
- f. Teacher 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.
- g. Teacher 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.
- h. Teacher 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.
- i. Teacher warrants and certifies that it has and will comply with Executive Order No. 1 (2007). The Order generally prohibits Teachers 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.

17. Taxpayer Identification Number. This information is used by Department to verify Teacher’s identity, process payment, and/or to submit past-due payment to the Comptroller’s Offset System for collection. Teacher certifies that the number below is Teacher’s correct taxpayer identification number

Teacher’s Name and School Name: _____

Teacher’s Employer’s Identification Number (School’s FEIN/EIN 9 Digits): _____

Entity Legal Type (ex: C Corporation, S Corporation, Limited Liability Company, etc.): _____

Department and Section sign and execute this agreement on the day and year set forth below. Section acknowledges that the individual signing below is authorized to enter into this agreement and that such signature constitutes the acceptance of this agreement.

SECTION _____

DEPARTMENT OF AGRICULTURE

TEACHER

Name (Print): _____

Signature: _____

Date: _____

Director, Jerry Costello II

ADMINISTRATOR

Name (Print): _____

Signature: _____

Date: _____

by: _____

Legal Counsel

Date: _____

Prior to submission, please DOUBLE CHECK THAT YOU HAVE:

1. **Deadline is 30 days from the date of release or prior to the first section fair of the new fiscal year, whichever comes first.**
2. Completed everything in Yellow.
 - a. Please note the EIN # is a 9 digit number that begins with 2 numbers and then a dash. Ex. 37-0000000
 - b. Both Teacher & Administrator must sign the contract.
3. Scan the contract to your computer and **save the fair contract to your computer as a PDF.**
4. Upload all 3 pages to <https://www.ilaged.org>
 - a. Sign-In, click IL AgEd Online, under Dashboard/Ag Ed Fair System
 - b. Click Chapter Contracts, Browse for your PDF File to upload. It will take a few seconds to upload the contract. Once that is done, click “Upload Contract” to finish the process.
5. If you have any questions or issues with uploading the fair contract, please email Patti Davis at pdavis@illinoisffa.org