

**STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
4-H REIMBURSEMENT AGREEMENT**

This agreement is by and between the State of Illinois, Department of Agriculture, Bureau of County Fairs and Horse Racing (hereinafter "Department"), and the Board of Trustees of the University of Illinois, on behalf of the University of Illinois Extension Offices, listed in the attached Exhibit A (hereinafter "4-H"). The Parties agree to the following:

1. **Purpose.** Department shall disburse to 4-H funds pursuant to the Agricultural Fair Act, 30 ILCS 120/14 (hereinafter, "the Act"), and Department's Administrative Rules, 8 Ill. Admin. Code 260.300. 4-H shall utilize those funds as reimbursement for funds expended by 4-H, pursuant to the Act and Rules.
2. **Amount.** The dollar amount received by 4-H is determined by the amount of funds appropriated annually by the Illinois General Assembly and at a rate predetermined by Department per eligible member for the year as recorded in the State 4-H Office, pursuant to 30 ILCS 120/14.
3. **Permissible Reimbursement.**
 - a. Permissible reimbursement claims initially shall include cash premiums and judges' fees (not to exceed \$800) expended by 4-H, when 4-H conducts 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.
 - b. If there remains an amount of the appropriation after initial claims have been paid, Department shall provide reimbursement to each county or unit in the following order: excess cash premiums awarded, excess judges' fees, and ribbons, respectively.
 - c. Any disbursement from Department that is not fully expended must be returned to Department by the end of the agreement term.
4. **Term.** The term of this agreement shall be for July 1, 2026 to June 30, 2027.
5. **Assignment.** This agreement shall not be assigned or otherwise transferred.
6. **Availability of Appropriation/Sufficiency of Funds.** This agreement is contingent upon and subject to the availability of sufficient funds. Department may terminate or suspend this agreement, 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 4-H 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 4-H's receipt of notice.
7. **Breach and Termination.** Failure of 4-H 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. 4-H's violation of any of the terms of this agreement 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. 4-H may terminate this agreement upon 30 days written notice to Department.
8. **Controlling Law and Compliance Therewith.** This contract and 4-H'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. 4-H 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 agreement should be found illegal, invalid or void, said provision 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. 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 cause, it is understood and agreed that there shall be no claim for damages by either party to the agreement, and that the parties' obligations under this agreement are deemed waived.

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 Department; and 4-H agrees to cooperate fully with any audit conducted by the Auditor General or 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. **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 4-H of any pending implementation of any such regulations of which it has notice.
13. **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 will be subject to recovery by Department.
14. **Registration of Premises.** 4-H 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. 4-H shall notify the participants 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.
15. **Release/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 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 4-H which are the subject of this agreement. 4-H 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 4-H, or of any employee, agent or representative of 4-H.
16. **Reporting.** Pursuant to 30 ILCS 120/14:
 - a. 4-H shall file with Department, annually, an Accountability for Agricultural Premiums report certifying the number of eligible 4-H members.
 - b. 4-H shall certify, under oath, to Department annually, the projected amount to be paid out in premiums for the current fair season and provide the name of the officer and/or organization making said projection.
 - c. No later than December 31 of the contract year, 4-H shall certify to Department the amount actually paid out in judges' fees and ribbons, and the name of the officer and or organization making those payments. This certification shall be accompanied by itemized receipts.
 - d. 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 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 agreement unless otherwise approved by Department. Under no circumstances will reimbursement be approved unless a fiscal accounting is filed with the Department. A signed copy of this agreement must also be on file with Department before any reimbursement can be made for any show during this current fiscal year.
17. **Standard Certifications.** Because this is a reimbursement agreement, and not an agreement 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. 4-H acknowledges and agrees that compliance with this subsection in its entirety for the term of the agreement and any renewals is a material requirement of this contract. By executing this agreement 4-H 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 agreement it may be stricken without affecting the remaining subsections.
 - a. 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 4-H 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. 4-H 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. Drug Free Workplace. 4-H certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580.

d. 4-H certifies that neither 4-H 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.

e. 4-H 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.

f. 4-H 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.

g. 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.

h. 4-H warrants and certifies that it has and will comply with Executive Order No. 1 (2007). The Order generally prohibits 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.

18. **Taxpayer Identification Number.** This information is used by Department to verify 4-H's identity, process payment, and/or to submit past-due payment to the Comptroller's Offset System for collection. 4-H certifies that the number below is 4-H's correct taxpayer identification number

Employer Identification Number (FEIN/EIN):

Entity Legal Type: governmental

Department and 4-H sign and execute this agreement on the day and year set forth below. 4-H acknowledges that the individual signing below is authorized to enter into this agreement and that such signature constitutes the acceptance of this agreement.

**BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

By: _____
Comptroller

Date: _____

Attest: _____
Board Secretary

Date: _____

DEPARTMENT OF AGRICULTURE

Signature: _____
Jerry Costello II, Director

By: _____
Legal Counsel

Date: _____

Approved As To Form:

Office of University Counsel