

**STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
FAIR AND EXPOSITION FUND 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 entity putting on the County Fair for _____ County (hereinafter “Fair”), which will be held in the town of _____, Illinois. The Parties agree as follows:

1. **Purpose.** Pursuant to the Agricultural Fair Act, 30 ILCS 120/20 (hereinafter, “the Act”), Department shall disburse to Fair, after receiving proper documentation, reimbursement funds from the Fair and Exposition Fund. Fair shall utilize funds disbursed by Department for the approved purposes in that section of the Act and Department’s Administrative rules at 8 Ill. Admin. Code 260.505/ *et seq.*
2. **Amount.** The dollar amount received by the Fair is determined by the amount of funds appropriated annually by the Illinois General Assembly and in accordance with Sections 18 and 19 of the Act.
3. **Permissible Reimbursement.** Pursuant to the 30 ILCS 120/20, permissible reimbursements include: agricultural, educational, trade, and scientific exhibits; premiums pursuant to 9(a)-(e) of the Act; and expenses directly related to operation of the fair and approved of in Department’s Administrative rules at 8 Ill. Admin. Code 260.505/ *et seq.* permissible reimbursements also include purchase of new land or construction, or improvement to the fairgrounds, subject to the requirements of 30 ILCS 120/18 and Department’s Administrative Rules. Fair cannot receive reimbursement from this Fund and the Agricultural Premium Fund in the same year.
4. **Term.** The term of this contract shall be from July 1, 2023 to June 30, 2024
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 Fair 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 Fair’s receipt of notice.
7. **Breach and Termination.** Failure of Fair 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. Fair’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. Fair may terminate this agreement upon 30 days written notice to Department.
8. **Controlling Law and Compliance Therewith.** This Contract and Fair’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. Fair 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 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. **Horse Drug Testing.** Department may require Fair to perform drug testing on horses entered in any race at a county fair sponsored by Fair. Department shall notify Fair of 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 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.
12. **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 Department; and Fair 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.

13. **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 Fair of any pending implementation of any such regulations of which it has notice.
14. **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.
15. **Registration of Premises.** Fair shall register the fairgrounds premises with the Department as part of Department's implementation of the National Animal Identification System. Fair shall encourage all participants (or parents of minor participants) in every livestock contest, event, or race at a county fair to register with Department the premises where the animal is kept as part of Department's implementation of the National Animal Identification System. Fair 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.
16. **Release/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 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 Fair which are the subject of this agreement. Fair 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 Fair, or of any employee, agent or representative of Fair.
17. **Reporting.** To qualify for disbursements from the Fair and Exposition Fund, Fair must notify Department by January 1 of that year of its intent to participate pursuant to that fund. Such decision shall be binding on Fair for four years, pursuant to 30 ILCS 120/17. This notification must be compliant with 30 ILCS 120/5 and 8 Ill. Admin. Code 260.515. Fair must also submit a fiscal accounting of the expenditure of this money no later than December 31 of the year of this contract. 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 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.
18. **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. Fair 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 Fair 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. Fair acknowledges and agrees that should Fair 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 Fair 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. 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.
 - c. 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.
 - d. **Drug Free Workplace.** 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. 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.
 - e. 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.
 - f. 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.
 - g. 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.

h. 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.

i. Fair warrants and certifies that it has and will comply with Executive Order No. 1 (2007). The Order generally prohibits Fairs 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.

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

Entity Name (entity putting on the county fair): _____

Entity’s Employer Identification Number (FEIN/EIN): _____

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

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

FAIR

DEPARTMENT OF AGRICULTURE

Name (Print): _____

Title: _____

Signature: _____

Date: _____

Director, Jerry Costello II

by: _____

Legal Counsel

Date: _____

Prior to submission, please DOUBLE CHECK THAT YOU HAVE:

1. Filled out the Entity Name and County at the top of page 1
2. Filled out the Tax Identification information in number 19 on page 3

When you have verified that this contract is completely filled out and signed, submit it to Department via fax (217-524-6194) or email Jeannette.M.Watkins@illinois.gov