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**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
ILLINOIS DEPARTMENT OF AGRICULTURE  
AND THE  
SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH**

**WHEREAS**, the Illinois Department of Agriculture (“IDOA”), an agency of the State of Illinois, and the Sangamon County Department of Public Health (“County”), collectively, the Parties, desire to cooperate to ensure food vendor inspection on the Illinois State Fairgrounds; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220) authorizes intergovernmental agreements between public agencies of the State of Illinois by which the powers, privileges, functions, or authority exercise, or which may be exercised, by a public agency of the State of Illinois may be exercise, combined, transferred, and enjoyed jointly with any other public agency of the State of Illinois; and

**WHEREAS**, IDOA is directed to operate and hold annually a State Fair in Springfield, Illinois, pursuant to the provisions of the State Fair Act (20 ILCS 210) and to “enter into contracts with other government agencies to assist...in the operation of each State Fair and the State Fairgrounds” (20 ILCS 210/10); and

**WHEREAS**, Section 270.190 [Food and/or Drink Service Operations] of IDOA’s Administrative Rules states:

Food and/or drink stands and dining halls shall comply with the Illinois Food, Drug and Cosmetic Act (Ill. Rev. Stat. 1991, ch. 56½, pars. 501 et seq.) [410 ILCS 620], the Sanitary Food Preparation Act (Ill. Rev. Stat. 1991, ch. 56½, par. 67 et seq.) [410 ILCS 650], and the rules relating to Food Service Sanitation (77 Ill. Adm. Code 750) as enforced by the Department of Public Health.

**WHEREAS**, it is the intent of the parties that the County should have the authority to inspect and regulate all food and/or drink stands and dining halls at the State Fair and at all other times on the Illinois State Fairgrounds;

**NOW THEREFORE**, in consideration of the foregoing matter and the mutual obligations of the Parties, they do hereby agree as follows:

**1. Party Responsibilities for the Illinois State Fair:**

**a. County shall:**

- i. Perform inspections and conduct investigations of food establishments on the Illinois State Fairgrounds to include all properties, in accordance with all relevant laws, codes, regulations, and rules;
- ii. Ensure its personnel are trained and equipped to perform their duties under this Agreement

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Andy Goleman  
JUDICIAL CLERK  
SANGAMON COUNTY

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*Don J. King*  
Sangamon County Clerk

- iii. Provide food vendors a copy of their completed inspection reports at the time of the inspection and retain a copy of those reports, utilizing its own inspection form;
- iv. Provide a minimum of 10 qualified personnel to perform inspections, investigation, enforcement, and administrative activities for the performance of the Agreement;
- v. Conduct at least six mandatory food concession trainings, and verify that each food vendor has completed one training;
- vi. Offer and disseminate education and information to food vendors as necessary before and during the Fair;
- vii. Provide education and request documentation regarding source of meat for events deemed as "competitions" where there is limited public participation, prior to the start of the event;
- viii. Identify the number of Fair admission passes needed prior to the start of the Fair and provide that number to IDOA when IDOA provides the list of food vendor;
- ix. Generate a summary report of its activities during the Fair and provide that, and copies of inspections, with its final billing invoice.

b. IDOA shall:

- i. Grant County permission to perform duties as detailed above;
- ii. Require food vendors to cooperate with County as needed;
- iii. Provide a list of food vendors to County at least 72 hours prior to the start of the Fair, or as soon as reasonably possible up to the event if vendors enlist within that 72-hour period;
- iv. Provide County the following for the duration of the Fair: office space along with 5 keys for County employees; a 4-person golf cart with an "official business" placard; 2 seasonal parking passes for Lot 10, sufficient Fair admission passes for County employees.
- v. Pay County after the completion of all required inspections and receipt of a summary report and billing invoice from the County.

2. **Party Responsibilities for Non-Fair Events:**

a. County shall:

- i. Perform inspections and conduct investigations of food establishments on the Illinois State Fairgrounds, in accordance with all the relevant laws, codes, regulations, and rules;
- ii. Ensure its personnel are trained and equipped to perform their duties;
- iii. Provide food vendors a copy of their completed inspection reports at the time of the inspection and retain a copy of those reports, utilizing its own inspection form;
- iv. Provide education and request documentation regarding source of meat for events deemed as "competitions" where there is limited public participation, prior to the start of the event;
- v. Generate a summary report of its activities during the Non-Fair Events and provide that, and copies of inspections, with its final billing invoice within 10 days after the event.

b. IDOA shall:

- i. Grant County permission to perform inspections on the Illinois State Fairgrounds;
- ii. Require food vendors, in any contract such vendor may have with IDOA, to cooperate with County;
- iii. Make best efforts to keep its public calendar up to date so County can identify non-Fair events;
- iv. Provide additional contact information for events to County at County's request;
- v. Provide County a list of vendors for the Illinois Products Expo at least three days prior to the start of the event;
- vi. Provide County a list of vendors for the Illinois Products Farmer's Market at least three days prior to the first Market night, and as soon as reasonably practicable for subsequent additions;
- vii. Reimburse County for specifically identified events, as detailed in Compensation section below.

**3. Compensation:**

- a. IDOA shall pay County up to \$50,000 for State Fair services.
- b. IDOA shall pay County for the Illinois Products Expo and the Illinois Products Farmer's Market as follows:
  - i. For the Illinois Products Expo, IDOA shall reimburse County for its actual costs of the event not to exceed \$2500, after receiving an itemized bill from County detailing its activities at the event.
  - ii. For the Illinois Products Farmer's Market, IDOA shall pay County a flat fee of \$1500.00 to inspect vendors at the event.
- c. For all other non-Fair events, IDOA shall not be responsible for costs incurred by County nor reimbursing those costs.
- d. County shall provide a copy of its W-9 to IDOA when it signs this Agreement so IDOA can properly process payment.

4. **Term:** This Agreement shall be in effect from its date of execution to June 30, 2020.

5. **Renewal:** This Agreement will automatically renew for successive terms of one (1) year unless either party gives written notice of its intent not to renew the terms of the Agreement one-hundred twenty (120) days prior to the expiration of the then expiring term.

6. **Breach:** Failure of County to perform as specified is cause for immediate termination of this Agreement at the option of IDOA, without limitation upon any other relief available.

7. **Termination:** IDOA may terminate this Agreement without penalty at any time, in which event County shall be entitled to a prorated portion of the contract amount based on the supplies and services provided.

8. **Assignment:** This Agreement shall not be assigned or otherwise transferred without the prior written consent of IDOA and upon such terms as required by IDOA nor shall

County utilize any subcontractor without prior written consent of and upon such terms as required by IDOA.

- 9. **Fiscal Funding:** Obligations of IDOA 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 sufficient funds for this Agreement.
- 10. **Applicable Law:** This Agreement is hereby made and must be performed in compliance with all applicable Federal, State, and local laws. This Agreement shall be governed by and construed in accordance with Illinois law and administrative rule.
- 11. **Compliance with Law/Non-Discrimination:** In performing this Agreement the Parties, their employees, agents, and representatives shall comply with all applicable provisions of State and federal constitutions, laws, regulations and judicial and administrative orders and decrees pertaining to unlawful discrimination and equal employment opportunity, including the Americans With Disabilities Act, the Illinois Human Rights Act, and the Public Works Employment Discrimination Act.
- 12. **Standard Certifications:** Parties acknowledge and agree that compliance with this section and each subsection is a material requirement and condition of this contract. By executing this Agreement, Parties certify compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance. Parties will be referred to in the below Certifications as Public Agency, which shall apply to each Party.
  - a. As part of each certification, Public Agency acknowledges and agrees that should it 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 that Public Agency 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.
  - b. Public Agency 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.
  - c. If Public Agency employs 25 or more employees and this contract is worth more than \$5,000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580).
  - d. Public Agency certifies that the Public Agency is not participating and 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. (30 ILCS 582).

- e. Public Agency 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).
- f. Public Agency 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).
- g. Public Agency warrants and certifies that it and, to the best of its knowledge, its agents have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Public agencies and its agents 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.
- h. Public Agency 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](http://www.dhs.state.il.us/iitaa). (30 ILCS 587)

13. **Audit/Maintenance of Records:** The Parties shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General; and the Parties agree to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.

14. **Entire Agreement and Severability:** This agreement, including any addenda thereto, constitutes the entire agreement between the Parties. Any modifications must be in writing 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 intention of the parties.

The Parties sign and execute this agreement on the day and year set forth below. The Parties acknowledge that the individual signing below is authorized to enter into this Agreement and that such signature constitutes the acceptance of this Agreement.

ILLINOIS DEPARTMENT OF AGRICULTURE

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John M. Sullivan, Director

by \_\_\_\_\_  
John Teefey, General Counsel

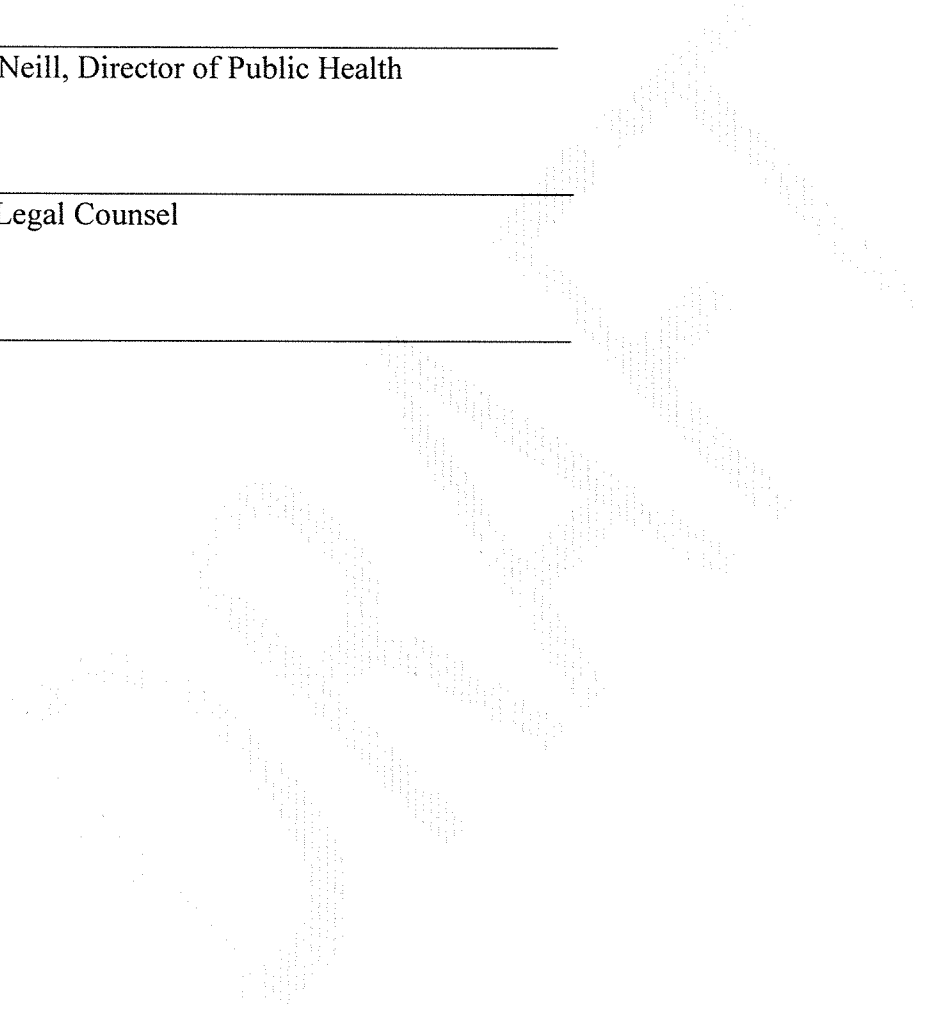
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SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH

\_\_\_\_\_  
Gail O'Neill, Director of Public Health

by \_\_\_\_\_  
Name, Legal Counsel

DATE \_\_\_\_\_



PHSWZ Committee

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[Signature], Chairman

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Douglas - Williams

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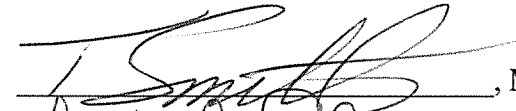
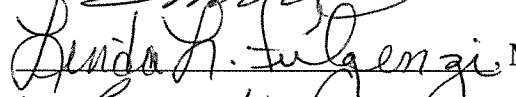
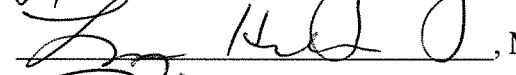
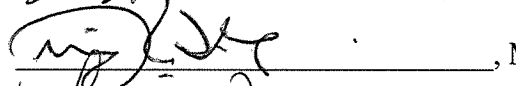
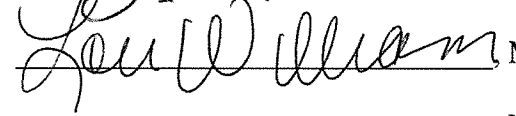
\_\_\_\_\_, Member

Intergovernmental Agreement  
Between the  
Illinois Department of Agriculture  
And the  
Sangamon County Department of Public Health

June 25, 2019

Finance Committee

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