

Resolution # 261

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5ILCS 220/3) provides that a public agency may enter into an intergovernmental agreement with other public agencies to obtain services; and

WHEREAS, under the provisions of the Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., governmental units of the State of Illinois are permitted to enter into Intergovernmental Cooperation Agreements for any lawful purpose; and

WHEREAS, 55 ILCS 5/5-25013 (B)(5) provides that a County Board of Health may enter into contracts with the State, municipalities, other political subdivisions and non-official agencies for the purchase, sale or exchange of health services; and

WHEREAS, the Sangamon County Board of Health has provided such services through its Public Health Department since 2014; and,

WHEREAS, the Illinois Department of Agriculture and the Illinois Department of Public Health both desire to contract with Sangamon County for public health food inspection services at the Illinois State Fair and at non-fair events held on the state fairgrounds and sponsored by the Illinois Department of Agriculture in State Fiscal Year 2022; and

WHEREAS, the proposed contract for State Fiscal Year 2022 is attached to this resolution as Exhibit A; and

WHEREAS, the amount to be paid to the Sangamon County Department of Public Health for delivery of public health food inspection services in FY2022 will be \$50,000.00 for the state fair and \$75.00 for non-fair events;

NOW, THEREFORE, BE IT RESOLVED, by the members of the Board of Sangamon County, Illinois, in session this 8th day of June, 2021, upon the recommendation of the Sangamon County Board of Health, agrees to enter into a contract with the Illinois Department of Agriculture and the Illinois Department of Public Health as stipulated in Exhibit A.

Attest:

Chairman, Sangamon County Board

County Clerk

Approved by Public Health Committee June 3, 2021.

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_____, Chairman

FILED

Andy Goleman
SANGAMON COUNTY AUDITOR

Don J. Hayes
SANGAMON COUNTY CLERK

EXHIBIT A

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

WHEREAS, the Illinois Department of Agriculture (“IDOA”), the Illinois Department of Public Health (“IDPH”), agencies of the State of Illinois, and Sangamon County, Illinois (“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, including Conservation World, 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
- 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 the necessary number of 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;
- x. Inspect stationary high risk vendors twice a year, once during the Fair and once as a non-Fair vendor (Taft’s, Coliseum Corner, Pat & Mike’s).

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 five keys for County employees; a 4-person golf cart with an “official business” placard; two seasonal parking passes for Lot 10, sufficient Fair admission passes for County employees.

2. Party Responsibilities Illinois Products Expo and Farmers Market:

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. Assist vendors with obtaining appropriate permits;

- vi. Generate a summary report of its activities during the Non-Fair Events and provide that, and copies of inspections, with billing invoices submitted monthly after the events.
- 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. Provide County a list of vendors for the Illinois Products Expo at least three days prior to the start of the event.
 - iv. 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;
 - v. Provide County's relevant contact information to each vendor and require that each vendor obtain the appropriate permit from County as a term of its standard contract with vendors;
 - vi. Provide a link on its website to the County's website;
 - vii. Reimburse County for specifically identified events, as detailed in Compensation section below.

3. Party Responsibilities for all other 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. Inspect stationary high risk vendors twice a year, once during the Fair and once as a non-Fair vendor (Taft's, Coliseum Corner, Pat & Mike's).
- b. IDOA shall:
 - i. Make best efforts to keep its public calendar up to date so County can identify non-Fair events;
 - ii. Provide additional contact information to County at County's request;
 - iii. Provide County's relevant contact information to each contractor and require that each food vendor obtain the appropriate permit from County;
 - iv. Require vendors and/or lessees to cooperate with County.

4. Compensation:

- a. IDPH shall pay County a flat fee of \$50,000 for State Fair services upon completion of those services and after County submits an invoice for those services to IDPH.
- b. IDOA shall pay County for the Illinois Products Expo and the Illinois Products Farmer's Market as follows:
 - i. IDOA shall reimburse County \$75.00 for each vendor inspected, including reinspections, after receiving an itemized bill from County detailing its activities at the event.
- c. IDOA will pay County \$75.00 per stationary site for a non-Fair inspection, after receiving an itemized bill from County detailing its inspection activities.

- d. For all other non-Fair events, IDOA shall not be responsible for costs incurred by County nor reimbursing those costs.
 - e. County shall provide a copy of its W-9 to IDOA and IDPH when it signs this Agreement so IDOA and IDPH can properly process payments.
- 5. **Term:** This Agreement shall be in effect from the last signature date on this Agreement to June 30, 2022.
- 6. **Breach:** Failure of County to perform as specified is cause for immediate termination of this Agreement at the option of IDOA or IDPH, without limitation upon any other relief available.
- 7. **Termination:** IDOA or IDPH 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 IDPH and upon such terms as required by IDOA and IDPH 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 and IDPH 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. (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

Jerry Costello II, Acting Director

by _____
John Teefey, General Counsel

DATE _____

SANGAMON COUNTY, ILLINOIS

Andy VanMeter, Sangamon County Board Chairman

DATE _____

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

Ngozi O. Ezike, MD, Director

by _____
Karyn L. Bass Ehler, General Counsel

DATE _____