

**CONTRACT FOR PROFESSIONAL SERVICES
OF OUTSIDE COUNSEL**

This Agreement made this 1st day of September, 2010, between Clark Baird Smith LLP, of the City of Rosemont, State of Illinois (hereinafter "Counsel"), and the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (hereinafter "University").

WITNESSETH:

1. Employment. University hereby employs Counsel to act as attorney for University and to represent University in connection with any matters which may be referred to Counsel by University. The term of this Agreement will be one (1) year from the date of execution. This agreement will automatically renew each year unless terminated by either Counsel or University subject to the terms of Section 6.

2. Letter of Referral. University shall request services of Counsel as needed by Letter of Referral. Counsel shall have the right to refuse to accept any such referrals by so notifying University in writing promptly upon receipt of such Letter of Referral from University. Such referrals shall be subject to the terms herein. All matters identified in Attachment I to this Agreement are hereby assigned to counsel and subject to the terms of this Agreement.

3. Payment. University agrees to pay Counsel for the above services in accordance with the following schedule: Partners \$ 315.00 to \$ 335.00 , Associates \$ 250.00 to \$ 285.00 ; Paralegals \$ 75.00 to \$ 175.00 . The fee schedule may be revised only by written agreement of Counsel and University Counsel. Any work performed by Counsel prior to such revision will be billed at the previously agreed-upon fee schedule. The revised fee schedule shall be attached to and made a part of this Agreement. In addition, University agrees to reimburse Counsel for any and all approved reasonable and necessary expenses Counsel may pay or incur on behalf of University in connection with said matter.

4. Guidelines. The attached "Office of University Counsel, University of Illinois, Guidelines for Outside Counsel", including the terms and conditions therein contained, are incorporated into this contract and made a part hereof. By signature on this Agreement, Counsel acknowledges that he has received, read, and understands the Guidelines.

5. Communications. All communications from Counsel to University related to this Agreement shall be addressed to Office of University Counsel, 258 Henry Administration Building, 506 South Wright Street, Urbana, Illinois, 61801. Counsel shall also consult with and keep University fully informed as to the progress of each matter covered by the representation. Unless otherwise advised in writing, communications from Counsel to University regarding individual matters shall be addressed to the assigned in-house counsel, and copied to the University Counsel at the Urbana address above.

6. Termination.

(a) **Lack of Appropriation.** University may terminate this contract in any year for which the General Assembly fails to make an appropriation to make payments hereunder and for which the University does not have available to it other funds which have been allocated to the payments hereunder.

(b) **Termination for Convenience.** Either party may terminate this contract upon thirty (30) days written notice to the other party. The effectuation of any said termination for convenience shall take into account applicable Rules of Professional Conduct and appropriate measures to ensure that University's interests are not adversely affected by any change in representation.

(c) **Termination for Cause.** The University may cancel the Contract for breach, as determined by the University, for items such as, but not limited to: failure to meet insurance requirements, failure to meet required performance or progress standards as described herein, or if the quality or level of service is unsatisfactory to the University. This cause for breach may include any cessation or diminution of service which, in the opinion of the University, is not in its best interest or any failure to comply with the terms of the Contract.

The University shall notify Counsel in writing of any Contract breach. Counsel shall remedy the breach within ten (10) calendar days. If the breach is not remedied in ten (10) calendar days, the University may cancel the Contract by giving thirty (30) days notice in writing of its intention to cancel this Contract.

Should the University breach any terms or provisions of the Contract, Counsel shall serve written notice on the University setting forth the alleged breach and demanding compliance with the Contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Counsel may cancel the Contract by giving thirty (30) days notice, in writing of its intention to cancel this Contract.

7. Conflict of Interest. The Counsel shall at all times comply with the Illinois Rules of Professional Conduct, including, but not limited to, the communication of information reasonably sufficient to permit the University to appreciate the significance of any potential conflict of interest or other consideration. Counsel and University agree that any conflict of interest questions which may arise out of or in connection with Counsel's representation of University shall be resolved in accordance with the applicable provisions of the Rules of Professional Conduct of Illinois or other applicable jurisdiction.

8. Malpractice Insurance. Counsel will maintain malpractice insurance that will cover any opinions rendered in providing services for the term of the contract. When policies are renewed or replaced, any retroactive date must coincide with, or precede commencement of services by Counsel or sub-contractor under this Contract. A claims-made policy that is replaced or not renewed, must have an extended reporting period not less than two (2) years.

9. Counsel Assurances. Counsel agrees to comply with and hereby certifies that it is in compliance with all federal and state laws which are applicable to it with respect to equal opportunity and affirmative action and that Counsel does not discriminate in the terms and conditions of employment on the basis of race, creed, color, national origin, age, religion, sex, marital status, or status as a veteran.

10. State of Illinois Certifications:

(a) Counsel certifies that [REDACTED] is its Federal Taxpayer Identification Number and that it is doing business as a limited liability partnership. Counsel shall inform University of any change to its Federal taxpayer identification number or legal status.

(b) **Anti-bribery.** Counsel certifies it is not barred under 30 ILCS 500/50-5(a) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

(c) **Educational Loan Default.** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six (6) months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

(d) **Bid-rigging.** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state.

(e) **Drug Free Workplace.** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 ILCS 580) as of the effective date of this Contract. The Drug Free Workplace Act requires, in part, that Contractors with twenty-five (25) or more employees certify and agree to take steps to ensure a drug-free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

(f) **Non-Discrimination and Equal Employment Opportunity.** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all Subcontracts under this Contract.

(g) **International Boycott.** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in

violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582/1). This Act applies to contracts of \$10,000 or more.

(h) **Record Retention and Audits.** 30 ILCS 500/20-65 requires the Contractor (and any Subcontractors) to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.

(i) **Debt Certifications.** The contractor certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 (delinquent in the payment of any debt to the State) and 50-12 (failing to collect or remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois Use Tax Act). The contractor further acknowledges that the University may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

(j) **Felony Certifications.** The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony and further certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

(k) **State Board of Elections Registration (P.A. 95-971).** By acceptance of this award, the contractor certifies that either (1) it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code (30 ILCS 500/20-160); or (2) (a) it has registered as a business entity with the State Board of Elections, (b) it has submitted a copy of the Certificate of Registration to the Chief Procurement Officer for Higher Education as specified at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>), and (c) it acknowledges a continuing duty to update the registration. Any contracts entered into with contractor by the University are voidable under the Procurement Code if contractor fails to comply with the requirements of Section 20-160.

11. Acceptance. Counsel hereby accepts said employment and agrees to render said services as attorney on the terms and conditions herein stated.

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

By: Walter K Knorr 9-24-2010
Walter K. Knorr, Comptroller Date

Attest: Michele M. Thompson
Michele M. Thompson, Secretary Date
9-28-10

APPROVED:

DR. [Signature] 9/20/10
University Counsel Date

CLARK BAIRD SMITH LLP

By R. Theodore Clark J. 9/1/10
Counsel Date

The following matters are hereby assigned to Counsel under the provisions of this Agreement dated September 1, 2010.

University File Number	File Name
	Amended Majority Interest Petition by AFSCME Council 31, Local 698, for Representation of All Building Service Foremen at the University of Illinois at Urbana-Champaign. IELRB Case No. 2009-RS-0001-S and the Appellate Court of Illinois
	Board of Trustees/University of Illinois at Springfield, Respondent and Association of Graduate Employees, UPI Local 4100, IFT/AFT, AFL-CIO, Charging Party
	SEIU Local 73 Majority Interest Petition v. University of Illinois Medical Center at Chicago, IELRB Case Number 2010-RC-0001-C, and SEIU Local 73 Majority Interest Petition v. University of Illinois Medical Center at Chicago, IELRB Case Number 2010-RC-0013-C
	SEIU 73 Wage Re-Opener Arbitration (Service and Maintenance Unit)
	Illinois Nurses Association, United American Nurses Majority Interest Petition v. University of Illinois Medical Center at Rockford, IELRB Case Number 2010-RC-0012-C

Total Paid by Contract

For the Period 1/1/2013 - 6/25/2014

Clark Baird Smith LLP-LIT

Matter Number	Matter Description	Total Fees
	AFSCME BSW Foremen Interest	\$711.25
	UIC Faculty Union Certification	\$5,312.50
	GEO ULP re Tuition Waivers	\$162.50
	SEIU 73 Chapter 119 Contract Negotiations & Strike	\$3,492.50
	SEIU 73 [REDACTED] Denied Full-Time Position	\$10,143.75
	SEIU 73 UCP Clerical, Service & Professional Units	\$9,218.75
	IEA-NEA Uni High Certification Petition	\$50,762.43
	UICUF 6465 ULP Duty to Bargain Healthcare Plan	\$8,022.50
	SEIU 73 [REDACTED] Discharge w/o just cause	\$9,950.00
	UIUC Non-tenure Track (NTT) faculty unionize	\$2,143.75

TOTAL:

\$99,919.93