

**RENEWAL AGREEMENT
FOR LEGAL SERVICES
FISCAL YEAR 2014**

THIS RENEWAL AGREEMENT made this 26th day of June, 2013, by and between the Board of Trustees of Illinois State University (hereinafter referred to as the "Board"), and Masuda, Funai, Eifert & Mitchell, Ltd. of Chicago, IL (hereinafter referred to as "Contractor"), witnesseth:

WHEREAS, the Board and Contractor previously entered into an Agreement for Professional Services on June 30, 2010 (the "Agreement"), and,

WHEREAS, paragraph (2) of the Agreement authorized annual renewals up to nine (9) years by agreement of the parties; and,

WHEREAS, the parties hereto wish to renew the Agreement for a period of one (1) year; and,

NOW THEREFORE, for and in consideration of the recitals set forth above and the covenants of the parties as set forth in the Agreement and herein, the parties hereto agree as follows:

1. The Board and Contractor hereby agree to renew the Agreement and all terms and conditions thereof for a period of one (1) year extending from July 1, 2013 through June 30, 2014.
2. The Board agrees, as consideration herein, that Contractor shall be paid not to exceed \$70,000.00, subject to revision on formal approval by the Board for unforeseen service costs or authorized expenses. Prices will remain firm.
3. All other terms and conditions not inconsistent with those enumerated above remain in full force and effect.
4. This agreement includes the attached document Certifications and Conflicts.

IN WITNESS WHEREOF, the respective parties hereto have caused this Renewal Agreement to be executed on the day and year written above.

Accepted and approved by the Board of Trustees of Illinois State University

By: Judy L Johnson

Judy L Johnson
Director of Purchases

Accepted and approved by Masuda, Funai, Eifert & Mitchell

By: Thomas P. McMenamin

Thomas P. McMenamin
President

ILLINOIS STATE UNIVERSITY CERTIFICATIONS and CONFLICTS

THIS TRANSACTION IS SUBJECT TO the Illinois Procurement Code (30 Illinois Compiled Statutes 500) and the Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education (44 Illinois Administrative Code 4).

NONAPPROPRIATION: This Contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the Contract.

AUDITS: As required by 30 ILCS 500/20-65, Vendor (and any subcontractors) agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the University under the Contract for a minimum of three (3) years from the last action on the Contract. Vendor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, the Chief Procurement Officer, or the University. If the Contract is federally funded, the books and records shall also be made available to the Comptroller General of the U.S. and the funding agency Inspector General.

EQUAL EMPLOYMENT OPPORTUNITY: The Vendor 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 2-105 of the Illinois Human Rights Act is incorporated herein. The Vendor 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 Vendor agrees to incorporate this clause into all subcontracts under this Contract.

IF THIS CONTRACT IS FOR THE PROVISION OF INFORMATION TECHNOLOGY, Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/jitaa (30 ILCS 587).

CERTIFICATIONS:

If this is a multi-year contract, including the initial term and all optional renewals, Vendor shall recertify compliance with State of Illinois Procurement Code by July 1 of each year that this contract remains in effect. By acceptance of this Contract, the Vendor makes the following certifications and acknowledges that this Contract may be declared void if any certification is false:

1. **Criminal Convictions.** Vendor has not been barred from contracting as a result of conviction of any of the following crimes:
 - bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state;
 - bribery or attempted bribery of an officer or employee of the State of Illinois or any other state (30 ILCS 500/50-5(a));
 - felony committed by any officer, director, partner or other managerial agent of Vendor under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 where conviction occurred within 5 years of date of Contract (30 ILCS 500/50-10.5); or
 - any other felony where sentence was completed less than 5 years prior to date of Contract (30 ILCS 500/50-10).
2. **Vendor Procurement Assistance.** Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State. (30 ILCS 500/50-10.5(e)).
3. **Inducement to Refrain from Bidding.** Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
4. **Reporting of Anti-Competitive Practice.** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State. (30 ILCS 500/50-40, 50-45, 50-50.)
5. **Employment of Current or Former State Officers or Employees.** Vendor certifies it has not employed or is not negotiating possible future employment with any person in a continual contractual relationship with any of the offices or agencies of State government who participated in contract negotiations on behalf of that office or agency. (30 ILCS 500/50-15.) Vendor is not in violation of the "Revolving Door" prohibitions of

the Illinois Procurement Code (30 ILCS 500/50-30) and the State Officials and Employees Ethics Act (5 ILCS 430/5-45).

6. Membership in Discriminatory Clubs. Vendor 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).
7. Educational Loan Default; Debt Delinquency.
 - If the Vendor is an individual, he/she is not in default on an educational loan funded by the State of Illinois (5 ILCS 385/3).
 - Neither Vendor nor any affiliate is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board (30 ILCS 500/50-11).
8. Certain Service Contracts (does NOT apply to contracts for professional or artistic services).
 - To the extent there was an incumbent vendor providing the services covered by this Contract and the employees of that vendor are covered by a collective bargaining agreement, Vendor (i) will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract, and (ii) shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this Contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing, and electrical service contracts.
 - If this Contract includes janitorial, window cleaning, building and grounds, site technical, natural resource, security, or food services amounting to \$2,000 or more (or \$200 or more per month), Vendor shall pay its employees who are to provide the services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).
9. Printing Services.
 - If this Contract includes printing services in any amount, Vendor shall pay its employees who are to provide the printing services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).
 - Unless otherwise indicated in the Contract documentation, any printing services provided shall be made using soybean oil-based ink (30 ILCS 500/45-15).
10. Prohibited Sources of Labor. No foreign made equipment, materials, or supplies to be furnished to the University under the Contract have been produced in whole or in part by:
 - forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10); or
 - the labor of any child under the age of 12 (30 ILCS 584/10).
11. International Boycott (applies to contracts which exceed \$10,000). Neither Vendor nor any affiliate is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582/5).
12. Disclosure of Business with Iran. If this Contract is above the small purchase limit, Vendor certifies it has disclosed whether or not it has business operations with Iran in compliance with Section 50-36 of the Illinois Procurement Code. (30 ILCS 500/50-36).
13. Steel Products. If steel products are to be used or supplied for the "construction, reconstruction, alteration, repair, improvement or maintenance" of a public work are being provided under this Contract, such steel products shall be manufactured or produced in the United States, unless the President of the University grants an exception (30 ILCS 565).
14. Lead Poisoning Prevention Act (410 ILCS 45). If Vendor is the owner of residential buildings in Illinois, Vendor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (30 ILCS 500/50-14.5).

15. Collection of Illinois Use Tax. Neither Vendor nor any affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois (30 ILCS 500/50-12).
16. EPA Violation. Vendor has not been found by a court or the Illinois Pollution Control Board to have committed a willful or knowing violation of the Illinois Environmental Protection Act within 5 years of date of Contract (30 ILCS 500/50-14).
17. Drug Free Workplace (applies to contracts which exceed \$5,000). If Vendor employs 25 or more employees, Vendor will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act; if Vendor is an individual, Vendor will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580).
18. State Board of Elections Registration and Political Contribution Prohibition. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer. Vendor either (1) is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; or (2) has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration (30 ILCS 500/20-160). For registration requirements, consult the Board of Elections website at: <https://berep.elections.il.gov/help/helpFAQ.aspx>.
19. Legal Entity Authorized to Do Business in Illinois (does not apply to Vendors who are sole proprietors). Vendor is an existing legal entity authorized to do business in Illinois (30 ILCS 500/20-43).
20. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. Vendor certifies it is in compliance with Section 50-13 of the Procurement Code which sets forth certain conflicts of interest which prevent a vendor from having, acquiring or having any direct pecuniary interests in state contracts. (30 ILCS 500/50-13.) Vendor certifies it is in compliance with Section 50-35 of the Procurement Code which provides for disclosure of financial interests and potential conflicts of interest. Vendor further certifies it understands it has a continuing obligation to supplement the disclosure required by this Section during the term of the contract. (30 ILCS 500/50-35).
21. Taxpayer ID. The Federal Tax Payer Identification Number (FEIN) and legal status information provided by Vendor to the University in University's vendor registration process is true and correct.
22. Subcontractors. Vendor has notified the University if the services of any subcontractors will be used under this Contract (30 ILCS 500/20-120).
23. Use of Lobbyists. Vendor has not retained a lobbyist to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. If Vendor has retained a lobbyist, Vendor has not and will not cause the University to pay for any of the lobbyist's costs, fees, compensation, reimbursement, or other remuneration (30 ILCS 500/50-38).
24. Medicare/Medicaid and Other Federal Debarments. Neither Vendor nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Vendor further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor's employees and agents. See the following websites: <http://epls.arnet.gov> and

<http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.

25. Medical Goods and Services. If medical goods and services are to be provided to the University under this Contract, such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.

END.

Johnson, Judy

From: Johnson, Judy
Sent: Tuesday, July 02, 2013 1:33 PM
To: Hammer, Teri
Cc: Brown, Stacy Lynn
Subject: FW: legal services for Illinois State University
Attachments: Masuda_FY14.pdf

Legal service contract against GR062110

Judy

From: Johnson, Judy
Sent: Tuesday, July 02, 2013 1:32 PM
To: 'Mary Beth Reuter'
Subject: RE: legal services for Illinois State University

Mary Beth,
Attached is the countersigned agreement. Thank you for the quick turnaround.

Judy Johnson
Director of Purchases

From: Mary Beth Reuter [<mailto:MReuter@masudafunai.com>]
Sent: Monday, July 01, 2013 2:11 PM
To: Johnson, Judy
Subject: RE: legal services for Illinois State University

Good afternoon Judy,

Please see the attached signed renewal agreement. You can forward a copy of the fully executed agreement to my attention.

Thank you.

Regards,

Mary Beth

Mary Beth Reuter
Director of Administration
MASUDA, FUNAI, EIFERT & MITCHELL, LTD. | 203 N. LaSalle Street, Suite 2500 | Chicago, IL 60601-1262 |
TEL 312.245.7448 | FAX 312.245.7467 | MReuter@masudafunai.com | www.masudafunai.com

CIRCULAR 230 TAX NOTICE: In compliance with Circular 230, Masuda, Funai, Eifert & Mitchell, Ltd. informs you that, if any advice concerning U.S. federal tax issues is contained in this communication (including any attachments), such advice is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. **CONFIDENTIALITY:** This e-mail and any attachments are confidential and intended only for the designated recipient. Such materials may be subject to the attorney-client privilege or other privilege. If you have received this e-mail in error, please immediately return it to the sender, delete it and destroy any copies. If you have any questions, please call the sender, Mary Beth Reuter at 312.245.7448.

From: Johnson, Judy [<mailto:jjohns4@ilstu.edu>]
Sent: Thursday, June 27, 2013 5:12 PM