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802-1200

## CONTRACT FOR LEGAL SERVICES

The **OFFICE OF THE STATE'S ATTORNEYS APPELLATE PROSECUTOR, 725 SOUTH SECOND STREET, SPRINGFIELD, ILLINOIS 62704**, an Agency of the State of Illinois, hereinafter referred to as the "AGENCY" and **GIFFIN WINNING COHEN AND BODEWES, P.C., 600 MYERS BUILDING, P.O. BOX 2117, SPRINGFIELD, ILLINOIS 62705**, hereinafter referred to as the "CONTRACTOR", hereby agree as follows:

1. That the CONTRACTOR shall provide legal services for the AGENCY limited to the trial and appeal of cases involving rate and assessment objections to real estate taxes in Illinois, including administrative hearings before the Illinois Property Tax Appeal Board (PTAB), administrative review of PTAB decisions in the circuit courts, original tax objection complaints in the circuit courts of Illinois, and all appeals in the Illinois Supreme and Appellate Courts from these cases, and related actions.
2. That as full consideration for such services, the AGENCY shall pay the CONTRACTOR the sum of \$175.00 per hour, but such payment shall not exceed \$200,000.00 during the duration of this Contract.
3. That the AGENCY shall make the appropriate payment to the CONTRACTOR only upon receipt of a billing statement describing legal services rendered and the number of hours worked.
4. That the AGENCY shall pay any travel and lodging expenses incurred by the CONTRACTOR in the performance of duties. Such expenses shall be paid at the rate pursuant to the Travel Regulations of the State of Illinois.
5. That the term of this Contract shall commence on July 01, 2020, and end June 30, 2021, provided however that this Contract may be terminated by either party upon 30 days written notice.
6. That the CONTRACTOR shall provide facilities to perform said legal services, and all work products created by the CONTRACTOR shall be and become exclusive property of the AGENCY and the State of Illinois.
7. That the CONTRACTOR certifies that the CONTRACTOR is duly licensed to practice law in the State of Illinois and is in good standing.
8. That the CONTRACTOR shall fully comply with all applicable provisions of the Illinois Rules of Professional Conduct in all conflict of interest situations and concerns.
9. That the CONTRACTOR shall provide the AGENCY with a list of contracts CONTRACTOR has with any agency, board, commission, or other unit of local, county, state, or federal government; and that CONTRACTOR shall notify the AGENCY in writing of any additional such contracts CONTRACTOR enters into during the term of this Contract.

10. That the CONTRACTOR certifies that the CONTRACTOR has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois; nor has the CONTRACTOR made an admission of guilt of such conduct which is a matter of public record. The CONTRACTOR further certifies that no subcontractor shall be utilized in the performance of this Contract.
11. That the CONTRACTOR certifies that the CONTRACTOR is not in violation of any of the provisions of the Illinois Procurement Code; and that should CONTRACTOR become subject to said provisions, the CONTRACTOR will immediately notify the AGENCY.
12. That the CONTRACTOR certifies that the CONTRACTOR is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385/1). A partnership shall be barred if any partner is in default on an educational loan.
13. That the CONTRACTOR certifies that the CONTRACTOR has not been barred from bidding on this Contract as a result of a violation of par. 33E-3 or par. 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4).
14. That the CONTRACTOR certifies that if the CONTRACTOR is an individual or a sole proprietor, that the CONTRACTOR will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Contract.
15. That the CONTRACTOR certifies, that if the CONTRACTOR is a corporation, partnership, or other entity with 25 or more employees at the time of the execution of this Contract, that the CONTRACTOR will provide a drug free work place, and shall comply with the provisions of the Drug Free Work Place Act (30 ILCS 580/1 et seq.).
16. That the CONTRACTOR agrees not to commit unlawful discrimination in compliance with the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
17. That the CONTRACTOR shall be governed by Illinois law and administrative rules including the Standard Procurement Rules. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims.
18. That the CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35, 130).
19. That the CONTRACTOR agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the State under the Contract for a minimum of 3 years from the last action on the Contract. CONTRACTOR further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, Chief Procurement Officer, Internal Auditor, and the Purchasing Agency. 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 this Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

20. That the CONTRACTOR certifies that the CONTRACTOR has informed the Director of the AGENCY in writing if the CONTRACTOR was formerly employed by the AGENCY and received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. The Contract will not be valid unless the appropriate filing with the Auditor General has been made by the AGENCY.
21. That the CONTRACTOR, if required by law, shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the CONTRACTOR'S internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the AGENCY upon request. (Public Act 87-1257).
22. That the CONTRACTOR agrees that the AGENCY shall have the right to examine any of CONTRACTOR'S records which directly relate to the Contract.
23. That this CONTRACTOR is not subject to the State Employee Indemnification Act (5 ILCS 350/1 et seq). That the CONTRACTOR agrees to assume all risk of loss and to indemnify and hold the AGENCY harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of actions, fines or judgements, including costs, attorneys' and witnesses'/ fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the AGENCY) because of CONTRACTOR'S negligent or intentional acts or omissions. In the event that any demand or claims is made or suit is commenced against the AGENCY, the AGENCY shall give prompt written notice thereof to CONTRACTOR and CONTRACTOR shall have the right to compromise or defend the same to the extent of its own interest. CONTRACTOR agrees to maintain adequate insurance to protect the AGENCY against such risks. The CONTRACTOR also agrees to indemnify and hold the AGENCY harmless should any goods or services provided by CONTRACTOR infringe upon the patent, copyright, or trade secret of another.
24. That the CONTRACTOR certifies that the CONTRACTOR is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a CONTRACTOR from entering into a Contract with a State Agency if the CONTRACTOR knows or should know that the CONTRACTOR is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The CONTRACTOR further acknowledges that the contracting State Agency may declare the Contract void if this 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.
25. That all obligations of the AGENCY shall cease immediately and without penalty of further payment being required, if in fiscal year 2021, the Illinois General Assembly or Federal Funding Source fails to appropriate or otherwise make available appropriate funds for this Contract.
26. That the CONTRACTOR certifies that neither the CONTRACTOR 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.

27. That the CONTRACTOR certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
28. That the CONTRACTOR 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 a 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.
29. That this Contract is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552.)
30. That the CONTRACTOR certifies in accordance with 30 ILCS 500/50-12 that the CONTRACTOR is not barred from being awarded a Contract under this Section. Section 50-12 prohibits a person from entering into a Contract with a State Agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONTRACTOR further acknowledges that the contracting State Agency may declare the Contract void if this 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.
31. That the CONTRACTOR certifies that the CONTRACTOR is not barred from being awarded a Contract under 30 ILCS 500/50-14. Section 50-14 prohibits a CONTRACTOR from entering into a Contract with the AGENCY if the CONTRACTOR has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the 5 last years. The CONTRACTOR further acknowledges that the AGENCY may declare the related Contract void if this certification is false.
32. The CONTRACTOR certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Further the CONTRACTOR acknowledges that all Contracts between State Agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).
33. That this Contract constitutes the entire agreement between the AGENCY and the CONTRACTOR. Any modifications must be in writing and must be signed by both the AGENCY and the CONTRACTOR. If any provision of this Contract should be found illegal, invalid or void, it shall be considered severable. The remaining provisions shall not be impaired, and this Contract shall be interpreted as far as possible to give effect to the intent of the AGENCY and the CONTRACTOR.

34. Under penalties of perjury, I certify that [REDACTED] is my correct Federal Taxpayer Identification Number and further certifies that I am doing business as (please select one):

- |                                     |   |                          |                            |
|-------------------------------------|---|--------------------------|----------------------------|
| <input type="checkbox"/>            | Individual  | <input type="checkbox"/> | Trust or Estate            |
| <input type="checkbox"/>            | Sole Proprietorship                                   | <input type="checkbox"/> | Government Entity          |
| <input type="checkbox"/>            | Partnership   | <input type="checkbox"/> | Not-for Profit Corporation |
| <input checked="" type="checkbox"/> | C Corporation   | <input type="checkbox"/> | Real Estate Agent          |
| <input type="checkbox"/>            | S Corporation   |                          |                            |
| <input type="checkbox"/>            | Tax Exempt Organization (IRC 501(a) only)             |                          |                            |
| <input type="checkbox"/>            | Medical and Health Care Services Provider Corporation |                          |                            |

SIGNED:



Herman Bodewes  
Giffin Winning Cohen and Bodewes P.C.  
Attorneys at Law  
600 Myers Building  
Springfield, Illinois 62705

Office: 217-525-1571

6-8-2020

Date



Patrick J. Delfino, Director  
Office of the State's Attorneys Appellate Prosecutor  
725 South Second Street  
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6-8-20

Date