

1 AN ACT concerning State government.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. If and only if Senate Bill 28 (as enrolled) of
5 the 96th General Assembly becomes law, the Metropolitan Pier
6 and Exposition Authority Act is amended by changing Sections
7 5.4, 5.6, 14.2, 14.5, and 25.4 as follows:

8 (70 ILCS 210/5.4)

9 Sec. 5.4. Exhibitor rights and work rule reforms.

10 (a) Legislative findings.

11 (1) The Authority is a political subdivision of the
12 State of Illinois subject to the plenary authority of the
13 General Assembly and was created for the benefit of the
14 general public to promote business, industry, commerce,
15 and tourism within the City of Chicago and the State of
16 Illinois.

17 (2) The Authority owns and operates McCormick Place and
18 Navy Pier, which have collectively 2.8 million square feet
19 of exhibit hall space, 700,000 square feet of meeting room
20 space.

21 (3) The Authority is a vital economic engine that
22 annually generates 65,000 jobs and \$8 billion of economic

1 activity for the State of Illinois through the trade shows,
2 conventions, and other meetings held and attended at
3 McCormick Place and Navy Pier.

4 (4) The Authority supports the operation of McCormick
5 Place and Navy Pier through not only fees on the rental of
6 exhibit and meeting room space, electrical and utility
7 service, food and beverage services, and parking, but also
8 hotel room rates paid by persons staying at the
9 Authority-owned hotel.

10 (5) The Authority has a compelling and proprietary
11 interest in the success, competitiveness, and continued
12 viability of McCormick Place and Navy Pier as the owner and
13 operator of the convention facilities and its obligation to
14 ensure that these facilities produce sufficient operating
15 revenues.

16 (6) The Authority's convention facilities were
17 constructed and renovated through the issuance of public
18 bonds that are directly repaid by State hotel, auto rental,
19 food and beverage, and airport and departure taxes paid
20 principally by persons who attend, work at, exhibit, and
21 provide goods and services to conventions, shows,
22 exhibitions, and meetings at McCormick Place and Navy Pier.

23 (7) State law also dedicates State occupation and use
24 tax revenues to fulfill debt service obligations on these
25 bonds should State hotel, auto rental, food and beverage,
26 and airport and departure taxes fail to generate sufficient

1 revenue.

2 (8) Through fiscal year 2010, \$55 million in State
3 occupation and use taxes will have been allocated to make
4 debt service payments on the Authority's bonds due to
5 shortfalls in State hotel, auto rental, food and beverage,
6 and airport and departure taxes. These shortfalls are
7 expected to continue in future fiscal years and would
8 require the annual dedication of approximately \$40 million
9 in State occupation and use taxes to fulfill debt service
10 payments.

11 (9) In 2009, managers of the International Plastics
12 Showcase announced that 2009 was the last year they would
13 host their exhibition at McCormick Place, as they had since
14 1971, because union labor work rules and electric and food
15 service costs make it uneconomical for the show managers
16 and exhibitors to use McCormick Place as a convention venue
17 as compared to convention facilities in Orlando, Florida
18 and Las Vegas, Nevada. The exhibition used over 740,000
19 square feet of exhibit space, attracted over 43,000
20 attendees, generated \$4.8 million of revenues to McCormick
21 Place, and raised over \$200,000 in taxes to pay debt
22 service on convention facility bonds.

23 (10) After the International Plastics Showcase
24 exhibition announced its departure, other conventions and
25 exhibitions managers and exhibitors also stated that they
26 would not return to McCormick Place and Navy Pier for the

1 same reasons cited by the International Plastics Showcase
2 exhibition. In addition, still other managers and
3 exhibitors stated that they would not select McCormick
4 Place as a convention venue unless the union labor work
5 rules and electrical and food service costs were made
6 competitive with those in Orlando and Las Vegas.

7 (11) The General Assembly created the Joint Committee
8 on the Metropolitan Pier and Exposition Authority to
9 conduct hearings and obtain facts to determine how union
10 labor work rules and electrical and food service costs make
11 McCormick Place and Navy Pier uneconomical as a convention
12 venue.

13 (12) Witness testimony and fact-gathering revealed
14 that while the skilled labor provided by trade unions at
15 McCormick Place and Navy Pier is second to none and is
16 actually "exported" to work on conventions and exhibitions
17 held in Orlando and Las Vegas, restrictive work rules on
18 the activities show exhibitors may perform present
19 exhibitors and show managers with an uninviting atmosphere
20 and result in significantly higher costs than competing
21 convention facilities.

22 (13) Witness testimony and fact-gathering also
23 revealed that the mark-up on electrical and food service
24 imposed by the Authority to generate operating revenue for
25 McCormick Place and Navy Pier also substantially increased
26 exhibitor and show organizer costs to the point of excess

1 when compared to competing convention facilities.

2 (14) Witness testimony and fact-gathering further
3 revealed that the additional departure of conventions,
4 exhibitions, and trade shows from Authority facilities
5 threatens the continued economic viability of these
6 facilities and the stability of sufficient tax revenues
7 necessary to support debt service.

8 (15) In order to safeguard the Authority's and State of
9 Illinois' shared compelling and proprietary interests in
10 McCormick Place and Navy Pier and in response to local
11 economic needs, the provisions contained in this Section
12 set forth mandated changes and reforms to restore and
13 ensure that (i) the Authority's facilities remain
14 economically competitive with other convention venues and
15 (ii) conventions, exhibitions, trade shows, and other
16 meetings are attracted to and retained at Authority
17 facilities by producing an exhibitor-friendly environment
18 and by reducing costs for exhibitors and show managers.

19 (16) The provisions set forth in this Section are
20 reasonable, necessary, and narrowly tailored to safeguard
21 the Authority's and State of Illinois' shared and
22 compelling proprietary interests and respond to local
23 economic needs as compared to the available alternative set
24 forth in House Bill 4900 of the 96th General Assembly and
25 proposals submitted to the Joint Committee on the
26 Metropolitan Pier and Exposition Authority. Action by the

1 State offers the only comprehensive means to remedy the
2 circumstances set forth in these findings, despite the
3 concerted and laudable voluntary efforts of the Authority,
4 labor unions, show contractors, show managers, and
5 exhibitors.

6 (b) Definitions. As used in this Section:

7 "Booth" means the demarcated exhibit space of an
8 exhibitor on Authority premises.

9 "Contractor" or "show contractor" means any person who
10 contracts with the Authority, an exhibitor, or with the
11 manager of a show to provide any services related to
12 drayage, rigging, carpentry, decorating, electrical,
13 maintenance, mechanical, and food and beverage services or
14 related trades and duties for shows on Authority premises.

15 "Exhibitor" or "show exhibitor" means any person who
16 contracts with the Authority or with a manager or
17 contractor of a show held or to be held on Authority
18 premises.

19 "Exhibitor employee" means any person who has been
20 employed by the exhibitor as a full-time employee for a
21 minimum of 6 months before the show's opening date.

22 "Hand tools" means cordless tools, power tools, and
23 other tools as determined by the Authority.

24 "Licensee" means any entity that uses the Authority's
25 premises.

1 "Manager" or "show manager" means any person that owns
2 or manages a show held or to be held on Authority premises.

3 "Personally owned vehicles" means the vehicles owned
4 by show exhibitors or the show management, excluding
5 commercially registered trucks, vans, and other vehicles
6 as determined by the Authority.

7 "Premises" means grounds, buildings, and facilities of
8 the Authority.

9 "Show" means a convention, exposition, trade show,
10 event, or meeting held on Authority premises by a show
11 manager or show contractor on behalf of a show manager.

12 "Union employees" means workers represented by a labor
13 organization, as defined in the National Labor Relations
14 Act, providing skilled labor services to exhibitors, a show
15 manager, or a show contractor on Authority premises.

16 (c) Exhibitor rights.

17 In order to control costs, increase the
18 competitiveness, and promote and provide for the economic
19 stability of Authority premises, all Authority contracts
20 with exhibitors, contractors, and managers shall include
21 the following minimum terms and conditions:

22 (1) Consistent with safety and the skills and training
23 necessary to perform the task, as determined by the
24 Authority, an exhibitor and exhibitor employees are
25 permitted in a booth of any size with the use of the

1 exhibitor's ladders and hand tools to:

2 (i) set-up and dismantle exhibits displayed on
3 Authority premises;

4 (ii) assemble and disassemble materials,
5 machinery, or equipment on Authority premises; and

6 (iii) install all signs, graphics, props,
7 balloons, other decorative items, and the exhibitor's
8 own drapery, including the skirting of exhibitor
9 tables, on the Authority's premises.

10 (2) An exhibitor and exhibitor employees are permitted
11 in a booth of any size to deliver, set-up, plug in,
12 interconnect, and operate an exhibitor's electrical
13 equipment, computers, audio-visual devices, and other
14 equipment.

15 (3) An exhibitor and exhibitor employees are permitted
16 in a booth of any size to skid, position, and re-skid all
17 exhibitor material, machinery, and equipment on Authority
18 premises.

19 (4) An exhibitor and exhibitor employees are
20 prohibited at any time from using scooters, forklifts,
21 pallet jacks, condors, scissors lifts, motorized dollies,
22 or similar motorized or hydraulic equipment on Authority
23 premises.

24 (5) The Authority shall designate areas, in its
25 discretion, where exhibitors may unload and load exhibitor
26 materials from privately owned vehicles at Authority

1 premises with the use of non-motorized hand trucks and
2 dollies.

3 (6) On Monday through Friday for any consecutive 8-hour
4 period during the hours of 6:00 a.m. and 10:00 p.m., union
5 employees on Authority premises shall be paid
6 straight-time hourly wages plus fringe benefits. Union
7 employees shall be paid straight-time and a half hourly
8 wages plus fringe benefits for labor services provided
9 after any consecutive 8-hour period; provided, however,
10 that between the hours of midnight and 6:00 a.m. union
11 employees shall be paid double straight-time wages plus
12 fringe benefits for labor services.

13 (7) On Monday through Friday for any consecutive 8-hour
14 period during the hours of 6:00 a.m. and 10:00 p.m., a show
15 manager or contractor shall charge an exhibitor only for
16 labor services provided by union employees on Authority
17 premises based on straight-time hourly wages plus fringe
18 benefits along with a reasonable mark-up. After any
19 consecutive 8-hour period, a show manager or contractor
20 shall charge an exhibitor only for labor services provided
21 by union employees based on straight-time and a half hourly
22 wages plus fringe benefits along with a reasonable mark-up;
23 provided, however, that between the hours of midnight and
24 6:00 a.m. a show manager or contractor shall charge an
25 exhibitor only for labor services provided by union
26 employees based on double straight-time wages plus fringe

1 benefits along with a reasonable mark-up.

2 (8) On Saturdays for any consecutive 8-hour period,
3 union employees on Authority premises shall be paid
4 straight-time and a half hourly wages plus fringe benefits.
5 After any consecutive 8-hour period, union employees on
6 Authority premises shall be paid double straight-time
7 hourly wages plus fringe benefits; provided, however, that
8 between the hours of midnight and 6:00 a.m. union employees
9 shall be paid double straight-time wages plus fringe
10 benefits for labor services.

11 (9) On Saturdays for any consecutive 8-hour period, a
12 show manager or contractor shall charge an exhibitor only
13 for labor services provided by union employees on Authority
14 premises based on straight-time and a half hourly wages
15 plus fringe benefits along with a reasonable mark-up. After
16 any consecutive 8-hour period, a show manager or contractor
17 shall charge an exhibitor only for labor services provided
18 by union employees based on double straight-time hourly
19 wages plus fringe benefits along with a reasonable mark-up;
20 provided, however, that between the hours of midnight and
21 6:00 a.m. a show manager or contractor shall charge an
22 exhibitor only for labor services provided by union
23 employees based on double straight-time wages plus fringe
24 benefits along with a reasonable mark-up.

25 (10) On Sundays and on State and federal holidays,
26 union employees on Authority premises shall be paid double

1 straight-time hourly wages plus fringe benefits.

2 (11) On Sundays and on State and federal holidays, a
3 show manager or contractor shall charge an exhibitor only
4 for labor services provided by union employees on Authority
5 premises based on double straight-time hourly wages plus
6 fringe benefits along with a reasonable mark-up.

7 (12) The Authority has the power to determine, after
8 consultation with the Advisory Council, the work
9 jurisdiction and scope of work of union employees on
10 Authority premises during the move-in, move-out, and run of
11 a show, provided that any affected labor organization may
12 contest the Authority's determination through a binding
13 decision of an independent, third-party arbitrator. When
14 making the determination, the Authority or arbitrator, as
15 the case may be, shall consider the training and skills
16 required to perform the task, past practices on Authority
17 premises, safety, and the need for efficiency and exhibitor
18 satisfaction. These factors shall be considered in their
19 totality and not in isolation. Nothing in this item permits
20 the Authority to eliminate any labor organization
21 representing union employees that provide labor services
22 on the move-in, move-out, and run of the show as of the
23 effective date of this amendatory Act of the 96th General
24 Assembly.

25 (13) During the run of a show, all stewards of union
26 employees shall be working stewards. Subject to the

1 discretion of the Authority, no more than one working
2 steward per labor organization representing union
3 employees providing labor services on Authority premises
4 shall be used per building and per show.

5 (14) An exhibitor or show manager may request by name
6 specific union employees to provide labor services on
7 Authority premises consistent with all State and federal
8 laws. Union employees requested by an exhibitor shall take
9 priority over union employees requested by a show manager.

10 (15) A show manager or show contractor on behalf of a
11 show manager may retain an electrical contractor approved
12 by the Authority or Authority-provisioned electrical
13 services to provide electrical services on the premises. If
14 a show manager or show contractor on behalf of a show
15 manager retains Authority-provisioned electrical services,
16 then the Authority shall offer these services at a rate not
17 to exceed the cost of providing those services.

18 (16) Crew sizes for any task or operation shall not
19 exceed 2 persons unless, after consultation with the
20 Advisory Council, the Authority determines otherwise based
21 on the task, skills, and training required to perform the
22 task and on safety.

23 (17) An exhibitor may bring food and beverages on the
24 premises of the Authority for personal consumption.

25 (18) Show managers and contractors shall comply with
26 any audit performed under subsection (e) of this Section.

1 (19) A show manager or contractor shall charge an
2 exhibitor only for labor services provided by union
3 employees on Authority premises on a minimum half-hour
4 basis.

5 The Authority has the power to implement, enforce, and
6 administer the exhibitor rights set forth in this subsection,
7 including the promulgation of rules. The Authority also has the
8 power to determine violations of this subsection and implement
9 appropriate remedies, including, but not limited to, barring
10 violators from Authority premises.

11 (d) Advisory Council.

12 (1) An Advisory Council is hereby established to ensure
13 an active and productive dialogue between all affected
14 stakeholders to ensure exhibitor satisfaction for
15 conventions, exhibitions, trade shows, and meetings held
16 on Authority premises.

17 (2) The composition of the Council shall be determined
18 by the Authority consistent with its existing practice for
19 labor-management relations.

20 (3) The Council shall hold meetings no less than once
21 every 90 days.

22 (e) Audit of exhibitor rights.

23 The Authority shall retain the services of a person to
24 complete, at least twice per calendar year, a financial

1 statement audit and compliance attestation examination to
2 determine and verify that the exhibitor rights set forth in
3 this Section have produced cost reductions for exhibitors and
4 those cost reductions have been fairly passed along to
5 exhibitors. The financial statement audit shall be performed in
6 accordance with generally accepted auditing standards. The
7 compliance attestation examination shall be (i) performed in
8 accordance with attestation standards established by the
9 American Institute of Certified Public Accountants and shall
10 examine the compliance with the requirements set forth in this
11 Section and (ii) conducted by a licensed public accounting
12 firm, selected by the Authority from a list of firms
13 prequalified to do business with the Illinois Auditor General.
14 Upon request, a show contractor or manager shall provide the
15 Authority or person retained to provide auditing services with
16 any information and other documentation reasonably necessary
17 to perform the obligations set forth in this subsection. Upon
18 completion, the report shall be submitted to the Authority and
19 made publicly available on the Authority's website.

20 (f) Exhibitor service reforms. The Authority shall make every
21 effort to substantially reduce exhibitor's costs for
22 participating in shows.

23 (1) Any contract to provide food or beverage services
24 in the buildings and facilities of the Authority, except
25 Navy Pier, shall be provided at a rate not to exceed the

1 cost established in the contract. The Board shall
2 periodically review all food and beverage contracts.

3 (2) A department or unit of the Authority shall not
4 serve as the exclusive provider of electrical services.

5 (3) Exhibitors shall receive a detailed statement of
6 all costs associated with utility services, including the
7 cost of labor, equipment, and materials.

8 (g) Severability. If any provision of this Section or its
9 application to any person or circumstance is held invalid, the
10 invalidity of that provision or application does not affect
11 other provisions or applications of this Section that can be
12 given effect without the invalid provision or application.

13 (Source: 09600SB0028enr.)

14 (70 ILCS 210/5.6)

15 Sec. 5.6. Marketing agreement.

16 (a) The Authority shall enter into a marketing agreement
17 with a not-for-profit organization headquartered in Chicago
18 and recognized by the Department of Commerce and Economic
19 Opportunity as a certified local tourism and convention bureau
20 entitled to receive State tourism grant funds, provided the
21 bylaws of the organization establish a board of the
22 organization that is comprised of 25 members serving 3-year
23 staggered terms, including the following:

24 (1) a Chair of the board of the organization appointed

1 by the Mayor of the City of Chicago from among the business
2 and civic leaders of Chicago who are not engaged in the
3 hospitality business or who have not served as a member of
4 the Board or as chief executive officer of the Authority;

5 (2) the chairperson of the interim board or Board of
6 the Authority, or his or her designee;

7 (3) no more than 5 members from the hotel industry;

8 (4) no more than 2 members from the restaurant ~~or~~
9 ~~attractions~~ industry;

10 (5) no more than 2 members employed by or representing
11 an entity responsible for a trade show;

12 (6) no more than 2 members representing unions; ~~and~~

13 (7) no more than 2 members from the attractions
14 industry; and

15 (8) ~~(7)~~ the Director of the Illinois Department of
16 Commerce and Economic Opportunity, ex officio.

17 Persons with a real or apparent conflict of interest shall
18 not be appointed to the board. Members of the board of the
19 organization shall not serve more than 2 terms. The bylaws
20 shall require the following: (i) that the Chair of the
21 organization name no less than 5 and no more than 9 members to
22 the Executive Committee of the organization, one of whom must
23 be the chairperson of the interim board or Board of the
24 Authority, and (ii) a provision concerning conflict of interest
25 and a requirement that a member abstain from participating in
26 board action if there is a threat to the independence of

1 judgment created by any conflict of interest or if
2 participation is likely to have a negative effect on public
3 confidence in the integrity of the board.

4 (b) The Authority shall notify the Department of Revenue
5 within 10 days after entering into a contract pursuant to this
6 Section.

7 (Source: 09600SB0028enr.)

8 (70 ILCS 210/14.2)

9 Sec. 14.2. Ethical conduct.

10 (a) The Trustee, members of the interim board, members of
11 the Board, and all employees of the Authority shall comply with
12 the provisions of the Illinois Governmental Ethics Act and
13 carry out duties and responsibilities in a manner that
14 preserves the public trust and confidence in the Authority. The
15 Trustee, members of the interim board, members of the Board,
16 and all employees of the Authority, including the spouse and
17 immediate family members of such person shall not:

18 (1) use or attempt to use their position to secure or
19 attempt to secure any privilege, advantage, favor, or
20 influence for himself or herself or others;

21 (2) accept for personal use any gift, gratuity,
22 service, compensation, travel, lodging, or thing of value,
23 with the exception of unsolicited items of an incidental
24 nature, from any person, corporation, or entity doing
25 business with the Authority;

1 (3) hold or pursue employment, office, position,
2 business, or occupation that may conflict with his or her
3 official duties;

4 (4) influence any person or corporation doing business
5 with the Authority to hire or contract with any person or
6 corporation for any compensated work;

7 (5) engage in any activity that constitutes a conflict
8 of interest; or

9 (6) have a financial interest, directly or indirectly,
10 in any contract or subcontract for the performance of any
11 work for the Authority or a party to a contract with the
12 Authority, except this does not apply to an interest in any
13 such entity through an indirect means, such as through a
14 mutual fund.

15 (b) The Board shall develop an annual ethics training
16 program for members of the Board and all employees of the
17 Authority.

18 (c) No Trustee, member on the interim board, Board, or an
19 employee of the Authority, or spouse or immediate family member
20 living with such person, shall, within a period of one year
21 immediately after termination of service or employment,
22 knowingly accept employment or receive compensation or fees for
23 services from a person or entity if the Trustee, member, or
24 employee participated personally or substantially in the award
25 of a contract to that person or entity or in making a licensing
26 decision with regard to that person or entity. Nothing in this

1 amendatory Act of the 96th General Assembly shall preclude an
2 employee of the Authority from accepting employment from the
3 private manager contracted to operate the Authority, provided
4 the employee did not participate personally or substantially in
5 the award of the contract to the private manager.

6 (d) Notwithstanding any other provision of this Act, the
7 Authority shall not enter into an agreement for consulting
8 services with or provide compensation or fees for consulting
9 services to the chief executive officer on April 1, 2010, a
10 member of the interim board on April 1, 2010, or any member of
11 the interim board or Board appointed on or after the effective
12 date of this amendatory Act of the 96th General Assembly.

13 (Source: 09600SB0028enr.)

14 (70 ILCS 210/14.5)

15 Sec. 14.5. Trustee of the Authority.

16 (a) Beginning on the effective date of this amendatory Act
17 of the 96th General Assembly, the Authority shall be governed
18 by a Trustee for a term of 18 months or until the Board created
19 in this amendatory Act of the 96th General Assembly appoints a
20 chief executive officer, whichever is longer. The James Reilly
21 ~~shall serve as the~~ Trustee of the Authority shall immediately
22 ~~and~~ assume all duties and powers of the Board and the chief
23 executive officer. The Trustee shall take all actions necessary
24 to carry into effect the provisions of this Act and this
25 amendatory Act of the 96th General Assembly. The Trustee shall

1 receive an annual salary equal to the current salary of the
2 chief executive officer, minus 5%.

3 As provided in Senate Bill 28 of the 96th General Assembly,
4 the Trustee of the Authority is James Reilly, who served as the
5 Chief Operating Officer of the Authority from 1989 to 1999,
6 served as the Chief Operating Officer of the Chicago Convention
7 and Tourism Bureau from 1999 to 2004, and served as Chairman of
8 the Regional Transportation Authority Board. James Reilly may
9 be removed as Trustee only by a joint resolution of the General
10 Assembly approved by a majority of members elected to each
11 chamber; and the General Assembly shall thereupon notify the
12 Governor, Trustee, and interim board upon the adoption of a
13 joint resolution creating a vacancy in the position of Trustee
14 of the Authority.

15 (a-5) In the case of a vacancy in the office of Trustee of
16 the Authority, the Governor, with the advice and consent of the
17 Senate, shall appoint a Trustee within 5 calendar days. If the
18 vacancy occurs during a recess of the Senate, the Governor
19 shall make a temporary appointment within 5 calendar days and
20 the person shall serve until the next meeting of the Senate,
21 when the Governor shall nominate some person to fill the office
22 of Trustee. Any person so nominated who is confirmed by the
23 Senate shall hold the office of Trustee during the remainder of
24 the term as provided for in this Section.

25 Any Trustee of the Authority appointed by the Governor,
26 with the advice and consent of the Senate, shall be subject to

1 the Governor's removal power provided for under Section 10 of
2 Article V of the Illinois Constitution.

3 (a-10) If the Trustee of the Authority, or the guardian of
4 his or her estate and person, notifies the Governor that he or
5 she is unable to perform the duties vested by law in the
6 Trustee, then the Governor may designate some person as acting
7 Trustee to execute and discharge those duties. When the Trustee
8 of the Authority is prepared to resume his or her duties, he or
9 she, or the guardian of his or her estate and person, shall do
10 so by notifying the Governor.

11 (b) It shall be the duty of the Trustee:

12 (1) to ensure the proper administration of the
13 Authority;

14 (2) to submit to the interim board monthly reports
15 detailing actions taken and the general status of the
16 Authority;

17 (3) to report to the General Assembly and Governor no
18 later than January 1, 2011, whether Navy Pier should remain
19 within the control of the Authority or serve as an entity
20 independent from the Authority;

21 (4) to enter into an agreement with a contractor or
22 private manager to operate the buildings and facilities of
23 the Authority, provided that the agreement is procured
24 using a request for proposal process in accordance with a
25 ~~manner substantially similar to the~~ Illinois Procurement
26 Code;

1 (5) to enter into any agreements to license naming
2 rights of any building or facility of the Authority,
3 provided the Trustee determines such an agreement is in the
4 best interest of the Authority;

5 (6) to ensure the proper implementation,
6 administration, and enforcement of Section 5.4 of this Act;
7 and

8 (7) to ensure that any contract of the Authority to
9 provide food or beverage in the buildings and facilities of
10 the Authority, except Navy Pier, shall be provided at a
11 rate not to exceed the cost established in the contract.

12 (c) The Trustee shall notify the interim board prior to
13 entering into an agreement for a term of more than 24 months or
14 with a total value in excess of \$100,000. Notification shall
15 include the purpose of the agreement, a description of the
16 agreement, disclosure of parties to the agreement, and the
17 total value of the agreement. Within 10 days after receiving
18 notice, the interim board may prohibit the Trustee from
19 entering into the agreement by a resolution approved by at
20 least 5 members of the interim board. The interim board may
21 veto any other action of the Trustee by a resolution approved
22 by at least 5 members of the interim board, provided that the
23 resolution is adopted within 30 days after the action.

24 (d) Any provision of this Act that requires approval by the
25 Chair of the Board or at least the approval of a majority of
26 the Board shall be deemed approved if the Trustee approves the

1 action, subject to the restrictions in subsection (c).

2 (Source: 09600SB0028enr.)

3 (70 ILCS 210/25.4)

4 Sec. 25.4. Contracts for professional services.

5 (a) When the Authority proposes to enter into a contract or
6 agreement for professional services, other than the marketing
7 agreement required in Section 5.6, the Authority shall use a
8 request for proposal process in accordance with ~~a manner~~
9 ~~substantially similar to~~ the Illinois Procurement Code.

10 (b) Any person that submits a response to a request for
11 proposals under this Section shall disclose in the response the
12 name of each individual having a beneficial interest directly
13 or indirectly of more than 7 1/2% in such person and, if such
14 person is a corporation, the names of each of its officers and
15 directors. The person shall notify the Board of any changes in
16 its ownership or its officers or directors at the time such
17 changes occur if the change occurs during the pendency of a
18 proposal or a contract.

19 (c) All contracts and agreements under this Section shall
20 be authorized and approved by the Board and shall be set forth
21 in a writing executed by the contractor and the Authority. No
22 payment shall be made under this Section until a written
23 contract or agreement shall be so authorized, approved, and
24 executed. A copy of each contract or agreement (whether or not
25 exempted under this Section) and the response, if any, to the

1 request for proposals upon which the contract was awarded must
2 be filed with the Secretary of the Authority and is required to
3 be open for public inspection.

4 (d) This Section applies to (i) contracts in excess of
5 \$25,000 for professional services provided to the Authority,
6 including the services of accountants, architects, attorneys,
7 engineers, physicians, superintendents of construction,
8 financial advisors, bond trustees, and other similar
9 professionals possessing a high degree of skill and (ii)
10 contracts or bond purchase agreements in excess of \$10,000 with
11 underwriters or investment bankers with respect to sale of the
12 Authority's bonds under this Act. This Section shall not apply
13 to contracts for professional services to be provided by, or
14 the agreement is with, a State agency, federal agency, or unit
15 of local government.

16 (Source: 09600SB0028enr.)

17 Section 99. Effective date. This Act takes effect upon
18 becoming law.