

COUNCIL WORKSHOP ITEM

ITEM: Downers Grove DUI Prosecution Contract
DATE: April 3, 2002
PREPARED BY: Enza I. Petrarca, Interim Village Attorney
PURPOSE: Adopt a Resolution Authorizing Execution of an Agreement for Legal Services

DISCUSSION:

The purpose of this memorandum is to transmit a recommendation that the Village renew its agreement for FY 2002/2003 with Michael F. McMahon for prosecution services for DUI violations for a term of 6 months. Mr. McMahon is a former Asst. States Attorney for DuPage County with extensive experience prosecuting DUI offenses in the DuPage Court system. He has provided DUI prosecution services for the Village since July 1, 2001. The Village will only be approving the agreement for a six-month term, rather than one-year term. The Village will then revisit its overall prosecution services at the end of the six months and make a recommendation to the Council at that time with regard to the possible continuation of the agreement.

Mr. McMahon is proposing to perform these services at \$40,000.00 per year (or \$20,000 for the 6-month term). Mr. McMahon is not proposing a rate increase over last year.

ATTACHMENT:

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR LEGAL SERVICES WITH MICHAEL F. McMAHON

RECOMMENDATION:

It is requested that the Council consider this matter at their workshop meeting of April 23, 2002.

RESOLUTION NO. **DRAFT**

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES WITH MICHAEL F. McMAHON**

BE IT RESOLVED by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a proposed Agreement (the "Agreement") between the Village of Downers Grove (the "Village"), and Michael F. McMahon providing for services related to the prosecution of DUI violations for the Village in the courts of DuPage County, Illinois, from May 1, 2002, through November 30, 2003, and other matters related thereto, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AN AGREEMENT FOR PROSECUTION SERVICES

DRAFT

This agreement dated this _____ day of _____, 2002 is made between the Village of Downers Grove (the "Village") and the Law offices of Michael F. McMahon, 17W662 Butterfield Road, Suite 206, Oakbrook Terrace, Illinois, 60181.

WHEREAS, The Village is desirous of having a qualified attorney represent the Village for DUI violation cases prosecuted in the Courts of DuPage County, Illinois.

NOW, THEREFORE, in consideration of the mutual undertakings and promises contained herein, the parties agree to as follows:

Section 1. MICHAEL F. MCMAHON, Attorney at Law, shall prosecute DUI local ordinance violations of the Village of Downers Grove and shall represent the Village at regular Court sessions held at Wheaton County Courthouse designated for said Village's cases during the terms of this Agreement.

Section 2. The Village shall pay MICHAEL F. MCMAHON a flat fee of \$40,000.00 over a ² ~~twelve~~ ³¹ (2) equal month period commencing May 1, 2002 and ending ^{April} ~~April~~ 30, 2003. Said fee shall be payable in twelve (12) equal monthly installments. That this fee shall include compensation for in court time, preparation, travel time and any and all administrative costs in connection with prosecuting DUI cases. 9/1

Section 3. The Village may designate that individual DUI ordinance violation cases be prosecuted by its Village attorneys.

Section 4. This Agreement will be effective from May 1, 2002 though ^{November} ~~April~~ 30, 2003.

Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time. But, MICHAEL F. MCMAHON agrees to give thirty (30) days prior written notice to the Village of Downers Grove.

Dated this _____ day of _____, 2002.

VILLAGE OF DOWNERS GROVE

By: _____
Village Manager

Attest:

Village Clerk

Michael F. McMahon
Michael F. McMahon, Attorney at law