# COUNCIL WORKSHOP ITEM

**ITEM:** Downers Grove DUI Prosecution/Ordinance Violation Prosecution Contracts
**DATE:** October 1, 2002
**PREPARED BY:** Enza I. Petrarca, Village Attorney
**PURPOSE:** Adopt a Resolution Authorizing Execution of Agreements for Legal Services

**DISCUSSION:**

As you know, the Village contracts with Linda Pieczynski and Mike McMahon for prosecutorial services are due to expire in November. I have received evaluations of the prosecutors from both the Police Department and the Code Services Department. I received only positive feedback from both departments, as well as a favorable recommendation to renew both contracts. I also reviewed the file and found that the legal department conducted a RFP for both DUI prosecutor and traffic prosecutor in the Summer of 2001. Linda Pieczynski and Mike McMahon were chosen as our prosecutors at that time. Therefore, based upon the foregoing and due to the current staffing situation in the Legal Department, I am recommending renewing the existing contracts for an additional six months.

Mr. McMahon is proposing to perform these services at $20,000 for the 6-month term. Ms. Pieczynski is proposing to perform these services at a retainer fee in the amount of $12,862.50, plus the additional hourly rate for the 6-month term. Occasionally, it is necessary for Ms. Pieczynski to perform additional services, such as trial preparation and meetings, for which an additional hourly rate is charged. The additional rate per hour is $105.00.

**ATTACHMENT:**

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

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR LEGAL SERVICES WITH LINDA S. PIECZYNSKI

**RECOMMENDATION:**

It is requested that the Council consider this matter at their workshop meeting of October 8, 2002.

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**RESOLUTION NO. _____**

**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 December 1, 2002 through April 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

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# AN AGREEMENT FOR PROSECUTION SERVICES

This agreement dated this _____ day of _____, 2002 is made between the Village of Downers Grove (the "Village") and Dolci, McMahon & Scarpino, 17W662 Butterfield Road, Suite 304, 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. DOLCI, MCMAHON & SCARPINIO, Attorneys 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 DOLCI, MCMAHON & SCARPINIO a flat fee of $20,000.00 over a six (6) equal month period commencing December 1, 2002 and ending May 31, 2003. Said fee shall be payable in six (6) 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.

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 December 1, 2002 through May 31, 2003.

Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time. But, DOLCI, MCMAHON & SCARPINIO 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, Attorney at Law

# AN AGREEMENT FOR PROSECUTION SERVICES

This agreement dated this _____ day of _____, 2002 is made between the Village of Downers Grove (the "Village") and Dolci, McMahon & Scarpino, 17W662 Butterfield Road, Suite 304, 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. DOLCI, MCMAHON & SCARPINIO, Attorneys 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 DOLCI, MCMAHON & SCARPINIO a flat fee of $20,000.00 over a six (6) equal month period commencing December 1, 2002 and ending May 31, 2003. Said fee shall be payable in six (6) 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.

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 December 1, 2002 through May 31, 2003.

Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time. But, DOLCI, MCMAHON & SCARPINIO 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

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING EXECUTION OF AN**
**AGREEMENT FOR LEGAL SERVICES WITH LINDA S. PIECZYNSKI**

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 Linda S. Pieczynski providing for prosecution by Linda S. Pieczynski of Village ordinances in the courts of DuPage County, Illinois, from December 1, 2002, through April 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

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**AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2002, by and between the VILLAGE OF DOWNERS GROVE, DuPage County, Illinois, and LINDA S. PIECZYNSKI, Attorney at Law, P.C., 125 West Second Street, Hinsdale, Illinois 60521.

**WITNESSETH:**

WHEREAS, LINDA S. PIECZYNSKI, Attorney at Law, P.C. is a professional corporation in the State of Illinois; and

WHEREAS, the VILLAGE OF DOWNERS GROVE is desirous of having its Village ordinances prosecuted in the Courts of DuPage County, Illinois.

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

1. LINDA S. PIECZYNSKI, Attorney at Law, P.C. (hereafter referred to as Linda S. Pieczynski) shall prosecute all violations of the local ordinances of the VILLAGE OF DOWNERS GROVE and shall represent the VILLAGE at all regular Court sessions held at the Field Court designated for said VILLAGE'S cases during the term of this Agreement.

2. The VILLAGE OF DOWNERS GROVE shall pay LINDA S. PIECZYNSKI Twelve Thousand Eight Hundred Sixty Two and 50/100 ($12,862.50) Dollars over six months for the prosecution of said violations at the designated field court. Said retainer shall be payable in six (6) equal monthly installments. In the event any court session lasts more than two hours, fee shall be due at the rate of $105.00 per hour for the trial exceeding two hours..

3. In addition to said fee payment, the VILLAGE agrees to pay LINDA S. PIECZYNSKI One Hundred Five Dollars ($105.00) per hour for any research or trial preparation done in connection with the prosecution of said VILLAGE'S ordinance violations, for time spent in the preparation of Court documents or correspondence involving said cases and for and Court appearances by LINDA S. PIECZYNSKI at a Court other than the designated Field Court when she is representing the VILLAGE

in the prosecution of the violations of its ordinances.

4. The VILLAGE agrees to reimburse LINDA S. PIECZYNSKI for any out-of-pocket expenses incurred in the prosecution of its ordinance violations (e.g. postage or photocopying).

5. LINDA S. PIECZYNSKI agrees to provide a qualified attorney to represent the VILLAGE in her absence due to illness, conflict in Court schedule or vacation period. The payment for the service of said third party shall be made by LINDA S. PIECZYNSKI to said party. In the event the VILLAGE desires to have its own attorney prosecute its cases in the absence of LINDA S. PIECZYNSKI, the retainer for that month will be reduced at the rate of One Hundred Sixty-Eight ($168.00) Dollars per session.

6. The VILLAGE may designate that individual cases of its ordinance violations be prosecuted by its Village attorneys.

7. This Agreement will be effective from December 1, 2002 through April 30, 2003. Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time. But, Linda S. Pieczynski agrees to give thirty (30) days prior written notice to the Village of Downers Grove.

8. A statement for services rendered shall be made monthly, and payment by the VILLAGE for such services shall be made by the last day of the month following the rendering of services.

DATED this _____ day of _____, 2002.

VILLAGE OF DOWNERS GROVE

DuPage County, Illinois

By:_____
Village Manager

ATTEST:

_____
Village Clerk

Linda S. Pieczynski, Attorney at Law, P.C.