

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
JANUARY 18, 2011 AGENDA**

| SUBJECT:  | TYPE:  | SUBMITTED BY:                     |
|---|--|-----------------------------------|
| Resolution authorizing execution of an agreement for DUI prosecution services | ✓ Resolution<br>Ordinance<br>Motion<br>Discussion Only | Enza Petrarca<br>Village Attorney |

**SYNOPSIS**

A resolution has been prepared authorizing execution of a DUI prosecution agreement with McMahon Law Offices in the amount of \$50,000.

**STRATEGIC PLAN ALIGNMENT**

The Strategic Plan goals for 2011 to 2018 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY11 budget includes \$50,000 in the General Fund for this contract.

**RECOMMENDATION**

Approval on the January 18, 2011 consent agenda.

**BACKGROUND**

In January of 2008, the Village went through the RFP process for DUI prosecution service and awarded a three-year contract to Michael McMahon. In 2008, Mr. McMahon reduced the annual flat fee for DUI prosecutions in previous years from \$55,000.00 to \$50,000.00 due to the decrease in the number of DUI's being written by the Village. He has agreed to maintain the \$50,000.00 flat fee for another three years. Staff has been pleased with the work done by Mr. McMahon over the years and has a good working relationship with him. Therefore, staff recommends the approval of the attached resolution authorizing an agreement for legal services with McMahon Law Offices.

**ATTACHMENTS**

Resolution  
Agreement

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR PROSECUTION SERVICES WITH MCMAHON LAW OFFICES**

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 McMahon Law Offices ("McMahon") providing for services related to the prosecution of DUI violations for the Village in the courts of DuPage County, Illinois, for the Village, 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

This agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ is made between the Village of Downers Grove (the "Village") and McMahon Law Offices ("McMahon"), 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. McMahon, Attorneys at Law, shall prosecute DUI violations of the Village of Downers Grove and shall represent the Village at regular Court sessions held at the Wheaton County Courthouse designated for said Village's cases during the terms of this Agreement.

Section 2. The Village shall pay McMahon a flat fee of Fifty Thousand Dollars (\$50,000.00) over a twelve (12) equal month period commencing February 1<sup>st</sup> and ending January 31<sup>st</sup> of the following year. 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.

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 February 1, 2011 through January 31, 2012 and will be automatically extended for two (2) subsequent annual terms. The first extension shall commence February 1, 2012, ending January 31, 2013. The second extension shall commence February 1, 2013, resulting in a final termination date of January 31, 2014. Any other amendment shall be in writing and shall be signed by all parties.

Section 5. A Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the sitting Village Council and is provided as an attachment to this Agreement.

Said Campaign Disclosure Certificate requires any individual or entity doing business with the Village to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the documents, McMahon agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any current Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time. But, McMahon agrees to give sixty (60) days prior written notice to the Village of Downers Grove.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**VILLAGE OF DOWNERS GROVE**

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Village Manager

Attest:

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Village Clerk

**McMAHON LAW OFFICES**

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Michael F. McMahon, Attorney at Law

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## Campaign Disclosure Certificate

Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

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Under penalty of perjury, I declare:

- Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

- Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name