

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES WITH SMITH, RICKERT & SMITH**

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 Smith, Rickert & Smith providing for services related to the prosecution of traffic citations and ordinance 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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.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 _____, 2008 is made between the Village of Downers Grove (the "Village") and Smith, Rickert & Smith, 1547 Warren Avenue, Downers Grove, Illinois 60515-3438.

WHEREAS, the Village is desirous of having a qualified attorney represent the Village for local ordinance violation cases prosecuted in the Downers Grove Field Court.

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

Section 1. SMITH, RICKERT & SMITH, Attorneys as Law, shall prosecute local ordinance violations of the Village of Downers Grove and shall represent the Village at regular Court sessions held at the Downers Grove Field Court designated for said Village's cases during the terms of this Agreement.

Section 2. The Village shall pay SMITH, RICKERT & SMITH a flat fee of Thirty Four Thousand Dollars (\$34,000.00) over a twelve (12) equal month period commencing February 1st and ending January 31st 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, attendance at meetings with Village staff, telephone conferences, and any and all administrative costs in connection with prosecuting ordinance violation cases.

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

Section 4. This Agreement will be effective February 1st, 2008 through January 31st, 2009 and will be automatically extended for two (2) subsequent annual terms. The First Extension shall commence February 1, 2009, ending January 31, 2010. The second extension shall commence February 1, 2010, resulting in a final termination date of January 31, 2011. 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, SMITH, RICKERT & SMITH 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.

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

Dated this _____ day of _____, 2008.

VILLAGE OF DOWNERS GROVE

Village Manager

Attest:

SMITH, RICKERT & SMITH

Harrison

Village Clerk

Attorney at Law