



Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Council Agenda item.

Subject	DUI Prosecution Contract
Submitted By	Enza Petrarca, Village Attorney

Synopsis

A resolution has been prepared authorizing execution of an agreement for DUI prosecution services with McMahon Law Offices in the amount of \$35,000, but not to exceed \$45,000.

Strategic Plan Alignment

The Strategic Goals for 2025-2027 include *Exceptional Municipal Services*.

Fiscal Impact

The Fiscal Year 2026 budget includes \$45,000 in the General Fund for this contract.

Recommendation

Approval on the June 9, 2026 Consent Agenda

Background

The current DUI prosecution agreement with McMahon Law Offices ("McMahon") is up for renewal. McMahon has again agreed to not increase the fee of \$35,000/year flat fee for three years, provided the number of DUI cases per year does not exceed

one hundred. If cases exceed one hundred, the contract will increase to \$45,000/year.

Staff has been pleased with the work McMahon has performed over the years and has a good working relationship with the firm. Staff recommends the approval of the attached resolution authorizing an agreement for legal services with McMahon for an additional three years.

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:

SECTION 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.

SECTION 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.

SECTION 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.

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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

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

By: Mayor

Passed:

Published:

Attest:

By: Village Clerk

AGREEMENT FOR PROSECUTION SERVICES

This agreement dated this 28th day of May, 2026 is made between the Village of Downers Grove (the "Village") and McMahon Law Offices ("McMahon"), with its principle office located at 2150 McDonald Dr Suite 1608, Oak Brook, IL 60523.

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 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 Thirty-Five Thousand Dollars (\$35,000.00) over a twelve (12) equal month period. 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. In the event court cases exceed one hundred (100) per calendar year, said flat fee shall increase to Forty-Five Thousand Dollars (\$45,000.00) over a twelve (12) equal month period.

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 August 1, 2026 through July 31, 2029.

Section 5. Throughout the duration of the Agreement, McMahon shall maintain appropriate levels of legal malpractice insurance sufficient to cover any legal malpractice claims that may arise during the Term of the agreement.

Section 6. All attorneys performing work on behalf of McMahon shall be registered and in good standing with the Attorney Registration and Disciplinary Commission of the Illinois Supreme Court ("ARDC") throughout the Term of the Agreement. McMahon shall immediately advise the Village of any disciplinary actions undertaken by the ARDC against any attorney performing work on behalf of McMahon. Failure to maintain an active registration with the ARDC, or the issuance of any disciplinary order entered by the Illinois Supreme Court suspending the an attorney performing work on behalf of McMahon from the practice of law, may result in immediate termination of this Agreement.

Section 7. McMahon, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) McMahon certifies that that it is an "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this contract.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. McMahon shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

In the event of the McMahon's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), McMahon may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, McMahon agrees as follows:

(i) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(ii) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

Section 8. McMahon, as a party to a public contract, shall have a written sexual harassment policy.

Section 9. McMahon, as a party to a public contract, certifies and agrees that it has a drug free workplace policy.

Section 10. To the fullest extent permitted by law, McMahon shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise

directly or indirectly from any negligence or from the reckless or willful misconduct of McMahon, its employees, or its sub-contractors, and McMahon, its employees, or its sub-contractors, and McMahon shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, McMahon shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring McMahon to indemnify the Village for its own negligence. McMahon shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of McMahon, its employees, or its sub-contractors.

Section 11. McMahon acknowledges that the Freedom of Information Act may apply to public records its possession. McMahon shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

Section 12. Notwithstanding anything in this Agreement to the contrary, payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of services have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to McMahon within 60 days of receipt of a proper bill or invoice. If payment is not issued to McMahon within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made. This provision expressly supersedes any provision of the proposal to the contrary.

Section 13. 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 as Exhibit A.

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 this Agreement, 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.

Section 14. Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time; however, McMahon agrees to give sixty (60) days prior written notice to the Village of Downers Grove.

Dated this 28th day of May, 2026.

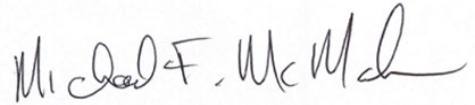
VILLAGE OF DOWNERS GROVE

Village Manager

Attest:

Village Clerk

McMAHON LAW OFFICES



Michael F. McMahon, Attorney at Law

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.

Under penalty of perjury, I declare:

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

Michael McMahon

Signature

Michael F. McMahon

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