

CITY OF MILWAUKEE

Form CA-43

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Assistant City Attorneys

February 1, 2005

To the Honorable Common Council
of the City of Milwaukee
Room 205, City Hall

Re: Resolution No. 041393, authorizing and approving an Amendment to the Contract for overdue Municipal Court judgments with Professional Placement Services, LLC

Dear Council Members:

Enclosed is a proposed amendment to the above agreement, revising the fee structure in the collection contract for Municipal Court judgments.

This contract runs from March of 2002 through March of 2007. The current amount paid to the contractor is 24% of amounts collected. In addition, the City pays the attorneys fees associated with those files that are ultimately sent for legal action.

Part of the contractor's duties was to establish the interface with and implementation of the State of Wisconsin Tax Refund Intercept Program (TRIP) for Municipal Court judgments. This program has been extremely successful. The contractor has agreed to reduce the fees for amounts collected by its referrals to TRIP to 19%. In addition, the contractor will pay the attorneys fees described above; the City will pay the Contractor 30% of the amounts collected as a result of legal action. It is our understanding that the process of referring matters for legal action is now working smoothly.


Hon. Common Council
February 1, 2005
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Based upon a review by the office and the Municipal Court, it is believed that this amendment will both reduce the costs to the City, while fairly compensating the contractor.

Very truly yours,



GRANT F. LANGLEY
City Attorney



LINDA ULISS BURKE
Deputy City Attorney

LUB:bl

Enc.

c: Mr. Ronald Leonhardt

Ms. Kristine Hinrichs

1090-2005-157/89759

AMENDMENT TO CONTRACT

BETWEEN

THE CITY OF MILWAUKEE

AND

PROFESSIONAL PLACEMENT SERVICES, L.L.C.

**FOR COLLECTION SERVICES FOR OVERDUE
MUNICIPAL COURT JUDGMENTS OF THE
CITY OF MILWAUKEE**

This Amendment to the Contract made March 26, 2002, by and between the City of Milwaukee (City) and Professional Placement Services, L.L.C. (Contractor).

Whereas, On March 26, 2002, the City and the Contractor entered into a Contract for the collection of overdue Municipal Court judgments belonging to the City; and

Whereas, the parties desire to amend the Contract to revise the calculation of fees paid to the Contractor; and

Whereas, the Common Council of the City of Milwaukee has approved this amendment by Resolution No. _____, dated _____, 2005

Now, Therefore, in consideration of the mutual covenants hereinafter stated, the parties do hereby agree to amend the Contract dated March 26, 2002, as follows:

A. Section VII A. is amended to read as follows:

1. In consideration of its services under this Contract, Contractor shall be paid fees at the rate of 24% of the amount it collects for claims referred to it under this Contract, with the exception of amounts it collects through the State of Wisconsin Tax Refund Intercept Program (TRIP), for which the Contractor shall be paid 19% of the amounts collected.

2. The Contractor shall pay the TRIP fee imposed by the State of Wisconsin.
3. The Contractor shall pay all attorney fees incurred as a result of its referral of judgments for legal action pursuant to the Standard Operating Procedures. The Contractor shall be paid 30% of the amount collected as a result of such legal action.
4. The above provisions will be effective commencing February 1, 2005.

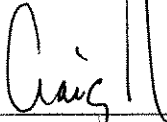
B. This change constitutes the entire amendment to the Contract between the parties dated March 26, 2002, and supersedes any inconsistent provisions therein. The City contemplates amending the Standard Operating Procedures to conform with current practices and policies. All of the other covenants, provisions, terms, and conditions of the Contract shall remain in force until further amended by mutual agreement of the parties.

In witness whereof, the City and the Contractor have caused this Amendment to be executed for and on their respective behalf as of the dates hereinafter set forth.

City of Milwaukee

Professional Placement Services, L.L.C.

Tom Barrett, Mayor
Dated: _____



Craig G. Johnson, President
Dated: 1.26.05

City Clerk
Dated: _____

COUNTERSIGNED:

Comptroller
Dated: _____

Examined and approved as
to form and execution this
____ day of _____, 2005.

Deputy City Attorney

1090-2005-157/89443