



City of Wilmington

Loretta Walsh
City Council Member At-Large

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Public Safety Committee

Loretta Walsh, Chair
Christofer C. Johnson, Vice Chair
Ciro Adams
Charles M. "Bud" Freel
Michelle Harlee
Yolanda McCoy
Dr. Hanifa Shabazz, Ex-Officio Member

Finance & Economic Development Committee

Charles "Bud" Freel, Chair
Ciro Adams
Linda M. Gray
Christofer C. Johnson
Zanthia Oliver
Loretta Walsh
Dr. Hanifa Shabazz, Ex-Officio Member

➤ **REVISED NOTICE**

Joint Meeting of Public Safety and Finance & Economic Development Committees November 11, 2019 5:00 p.m. 1st Floor Council Committee Room

Agenda

- An Ordinance to Authorize and Approve a Contract Between the City of Wilmington and Saint Francis Hospital, Inc. for Emergency Ambulance Service (Ed)
- **Ord. 19-044** Constituting Amendment No. 1 to the Fiscal Year 2020 Operating Budget (Being an Ordinance to Amend Substitute No. 1 to Ordinance No. 19-013)
- **Ord. 19-045** Authorize and Approve a Contract Between the City of Wilmington and Axon Enterprise, Inc. for Body Cameras and Related Services
- A Resolution to Approve the Collective Bargaining Agreement between the City of Wilmington and the American Federation of State, County, and Municipal Employees, (AFSCME), A.F.L.-C.I.O., Local 1102 and the Delaware Public Employees, Council 81 for the term of July 1, 2018 through June 30, 2022
- A Resolution Supporting the Passage of Senate Bill 39 which Prohibits the Indefinite Suspension of Driver's Licenses of those Re-Entering Society
- **Res. 19-075** Regarding the Wilmington Police Department Commencing a Police Academy Class

Posted Rev. 2 (11/08/19)

If public comment is permitted during this committee meeting, any member of the public who wishes to speak during the committee meeting will be limited to three minutes per agenda item. If the public's permission to comment is abused, the Chair may exercise greater discretion in limiting public comment

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT
BETWEEN THE CITY OF WILMINGTON AND SAINT FRANCIS
HOSPITAL, INC. FOR EMERGENCY AMBULANCE SERVICE**

#4743

Sponsor:

Council
Member
Walsh

Co-Sponsor:

Council
President
Shabazz

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City requires a contract for a private ambulance firm to provide emergency ambulance service. This service will be provided to all persons without regard to ability to pay. The service provider will be dispatched to all calls for emergency ambulance service in the City of Wilmington received by the New Castle County Emergency Communications Center via the E-9-1-1 System; and

WHEREAS, Saint Francis Hospital, Inc., a non-profit corporation of the State of Delaware, submitted a proposal that was memorialized in a contract, a copy of which is attached hereto and incorporated by reference herein as Exhibit "I" (the "Contract") to perform the requested services at no cost to the City; and

WHEREAS, the term of the Contract is for a period of four years from October 1, 2019 through October 1, 2023; and

WHEREAS, it is the recommendation of the Wilmington Fire Department that the City enter into the Contract with Saint Francis Hospital.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Contract between the City of Wilmington and Saint Francis Hospital, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit "I,"

for the period of four (4) years from October 1, 2019 through October 1, 2023 at no cost to the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading.....November 7, 2019
Second Reading.....November 7, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of a no-cost four (4) year contract between the City of Wilmington and Saint Francis Hospital, Inc. to provide emergency ambulance service, without regard to the ability to pay, from calls received by the New Castle County Emergency Communications Center via the E-9-1-1 System.

FISCAL IMPACT STATEMENT: There is no fiscal impact to the City by this Ordinance.

EXHIBIT I

AGREEMENT BETWEEN THE CITY OF WILMINGTON AND

SAINT FRANCIS HEALTHCARE

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 2019 by and between the City of Wilmington, a municipal corporation of the State of Delaware (the "City") and Saint Francis Hospital, Inc., a non-profit corporation of the State of Delaware, ("Contractor" and together with the City, the "Parties").

WHEREAS, the City is requiring a contract for a private ambulance firm to provide emergency ambulance service, effective approximately October 1, 2019. This service will be provided to all persons without regard to ability to pay. The Contractor will be dispatched to all calls for emergency ambulance service in the City of Wilmington received by the New Castle County Emergency Communications Center via the E-9-1-1 System; and

WHEREAS, the Contractor has agreed to perform such services.

NOW THEREFORE, WITNESSETH, that the Parties, in connection with their mutual promises made below, agree as follows:

- A. **Scope of Services.** Contractor shall provide the services specified in Exhibit A to this Agreement for the City.
- B. **Term.** The term of this Agreement shall be effective from 1 October 2019 through 1 October 2023.
- C. **Funding.** The City shall pay zero dollars \$0.00 for services rendered under this Agreement.
- D. **General Terms and Conditions.** The City of Wilmington General Terms and Conditions attached as Exhibit B to this Agreement are incorporated herein and are an integral part of this Agreement.

IN WITNESS THEREOF, the parties hereunto have caused this Agreement to be executed as of the day and year first written above.

City of Wilmington

Witness

By: Michael Donohue
Chief of Fire
Wilmington Fire Department
Emergency Operations Center
22 S. Heald Street
Wilmington, DE 19801

Saint Francis Hospital, Inc.

Witness

By: Daniel Sinnott, President CEO
Saint Francis Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

EXHIBIT A

STATEMENT OF WORK

1. The Contractor, including its employees and equipment, shall meet all requirements for emergency medical ambulance service prescribed by the State of Delaware, the County of New Castle, and the City of Wilmington throughout the term of this agreement, including new standards of care and programs promulgated by the State of Delaware during the life of this contract.
2. The Contractor shall employ a Medical Director responsible for clinical oversight of ambulance services. This physician must be an emergency medicine practitioner approved by the Delaware's State EMS (Emergency Medical Services) Medical Director. This physician must have a practice proximate to the City of Wilmington. The Medical Director will be required to take an active role in oversight and must submit such periodic reports prescribed by the State EMS Medical Director to both the State and the City of Wilmington.
3. The Contractor shall provide at least six (6) 9-1-1 ambulances 24 hours a day/ 7 days a week for the city of Wilmington. A seventh ambulance shall be available 12 hours a day for inter-facility transports. When not transporting a patient, this ambulance shall be equipped to assist with 9-1-1 if call volume deems necessary.
4. The Contractor shall staff each ambulance with two (2) emergency medical caregivers who must be certified by the State of Delaware, regardless of any other qualification required by this contract.
 - A. At the time of proposal submission, 100 percent of caregivers must hold National Registry EMT-B (Emergency Medical Technician - Basic) Certification.
 - B. All caregivers must have completed a Pre-Hospital Trauma Life Support or Basic Trauma Life Support Certification Course.
 - C. All vehicle operators must have completed a State of Delaware Emergency Vehicle Operators Course. A staff roster with current certification and experience (including supervisors) must be supplied. The Contractor shall supply this staff roster quarterly, noting staff changes.
5. The Contractor must have at least seven (7) fully operational, State of Delaware certified ambulances throughout the life of this contract which meet standards established by the Delaware State Fire Prevention Commission for vehicles and equipment. A roster of vehicles and an inventory of equipment for each vehicle will be provided with the proposal. In addition to conventional communications equipment, each ambulance must be equipped with a mobile radio mounted in the patient compartment and accessible to the EMS provider

attending the patient. This radio must be compatible with Delaware State's 800 MHz trunked radio systems. These radios must be compatible with the City's most current radio system. A complete description of the vehicles intended to be used for this contract must be included in the proposal. The Contractor must also provide their own handsets for their own use.

6. The use of office space in the firehouses may be utilized by the Contractor so long as space is available. Use of the space is at the City's sole discretion. When possible, the City will give notice in advanced if space becomes unavailable, but the operational needs of the Department may require little to no notice.
7. There shall be no modifications to any fire station or station grounds without written permission from the Department.
8. In cases where the patient is responsible for payment, the patient shall not be billed more than the amount of \$250.00 dollars per transport.
9. The Contractor shall meet the following performance-based standards:

A. Time targets based on priority medical dispatch codes:

Advanced Life Support Five minutes (300 seconds) from dispatch time to on-scene arrival time 90 percent of the time.

Ten minutes (600 seconds) from dispatch time to on-scene arrival time 95 percent of the time.

Basic Life Support Five minutes (300 seconds) from dispatch time to on-scene arrival time 90 percent of the time.

Fifteen minutes (900 seconds) from dispatch time to on-scene arrival time 95 percent of the time.

Each response beyond these target times must be explained individually in writing by the Contractor; provided, however, that the measurement of response time targets may be suspended at the discretion of the City during periods when a Wilmington Weather Emergency Response Plan is in effect. These response times must be met in all areas of the City of Wilmington.

- B. A quality improvement plan must be submitted to and approved by the State EMS Medical Director. Quarterly reports must be submitted to the State and the City of Wilmington.
- C. The Contractor shall provide a consistent pattern of good quality ambulance service to all parts of the City of Wilmington.

- D. The Contractor shall provide consistent and quality participation in emergency preparedness planning and drills at no cost to the City of Wilmington.
- E. The Contractor must be located in the municipal boundaries of the City of Wilmington, in a non-residential section, which has been zoned commercial or industrial, and must remain in a non-residential commercial or industrial zone for the duration of the contract. The location of the Contractor must be approved by the City.
- F. The Contractor must comply with the City's NFIRS and DEMRS Reporting System Guidelines. All reports shall be completed in accordance with the current version of the "Statewide Standard Treatment Protocol, Delaware Basic Life Support Protocols, Guidelines and Standing Orders for Prehospital and Interfacility Patients" as published by the Delaware Health and Social Services, Office of EMS.
- G. In addition to any other requirements, the Contractor shall submit monthly reports to the City on the tenth day of each month for the previous month, which shall include at least the following information:
 - i. Daily call volumes by hour and by Contractor ambulance.
 - ii. Frequency and duration of time that Contractor ambulance was out of service.
 - iii. Instances and duration of time that the City of Wilmington Fire Department's or other ambulances were required because a Contractor's ambulance was out of service.
 - iv. Other information agreed to by parties.

10. Additional Contract Requirements:

- A. The contract will contain insurance and indemnification requirements satisfactory to the City as specified in Exhibit B.1 and B.4 of this Agreement. In addition, the Contractor will be required to provide a performance bond secured in the amount of one hundred thousand dollars (\$100,000.00) in favor of the City.
- B. The Contractor will be required to treat and transport any other Public Safety personnel injured in the line of duty at no cost to the individual. The injured party shall not be billed privately.

EXHIBIT B

CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS

(the Agreement as supplemented by these General Terms and Conditions shall hereinafter be referred to collectively as the "Agreement")

1. **Insurance Coverage.** Saint Francis Hospital, Inc. (the "Contractor") shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers' compensation as required by law; and comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington ("City"). Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

2. **Use of Subcontractors.** Contractor may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the written approval of the City.

3. **Discrimination and Harassment.** In the performance of this Agreement, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.

4. **Mutual Indemnification.** Contractor and City each agree to defend, indemnify, and hold harmless the other party, its parent companies, affiliates, employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorneys' fees, to the extent resulting from the indemnifying party's own negligent acts or omissions, or of its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.

5. **Records.** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.

6. **Reports and Information.** Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

7. **Business License.** Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership of Information.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records. Any reuse of the documents without the Contractor's written consent shall be at user's risk and responsibility.

11. **Notices.** Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties via email and regular (USPS) mail as follows:

The City: City of Wilmington
Wilmington Fire Department
Emergency Operations Center
22 S. Heald Street
Wilmington, DE 19801
Attn: Michael Donohue, Chief of Fire

Contractor: Daniel Sinnott, CEO
Saint Francis Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

With a copy to: General Counsel/Legal Services
Saint Francis Healthcare Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

12. **Independent Contractor.** Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

16. **Compliance.** Contractor has developed and implemented a Corporate Compliance Plan and Code of Conduct to ensure that all business activities are in full compliance with all applicable federal, state and local laws. As part of its Corporate Compliance Plan and Code of Conduct, Contractor will comply with Contractor's Corporate Compliance Plan and Code of Conduct. Therefore, both parties mutually covenant, represent, warrant and agree that the establishment and operation of their respective facilities, businesses, services and personnel are and will continue to be in full compliance with all applicable federal, state and local laws. Specifically, the parties agree to not knowingly participate in any activity pursuant to this Agreement or in any aspect of their relationship that may constitute or be construed to constitute a violation of federal or state law regulation

If and to the extent that any payment made hereunder is determined by a court or governmental agency with jurisdiction to have been illegal, the recipient shall promptly return the payment (or the portion thereof so determined to have been illegal) to the payer. All correspondence exchanged in such matters shall be deemed to be confidential, and shall be provided solely for the purposes of re-negotiation of the Agreement and settlement of a potential dispute. No such correspondence shall be deemed disclosed as to waive any privileges otherwise applicable to same.

17. **Termination.** The City of Wilmington may terminate this Agreement at its convenience upon two weeks' notice. In the event of termination, the City shall pay to Contractor any fees then due for services performed by Contractor through the effective date of termination, if such services have been performed as specified in the Agreement. Contractor, upon receipt of such payment, shall deliver to City any deliverables, reports, or other documents to the extent then completed.

18. **Severability.** The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19. **Payment.** Payment shall be made by the City to the Contractor as provided in this Agreement after the satisfactory completion of the work specified in this Agreement and upon proper, undisputed invoice to the City.

20. **Applicable Law and Dispute Resolution.** The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. Contractor agrees to submit exclusively to the jurisdiction and venue of said courts.

21. **Signed Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**AGREEMENT BETWEEN THE CITY OF WILMINGTON AND
SAINT FRANCIS HEALTHCARE**

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____ 2019 by and between the City of Wilmington, a municipal corporation of the State of Delaware (the “City”) and Saint Francis Hospital, Inc., a non-profit corporation of the State of Delaware, (“Contractor” and together with the City, the “Parties”).

WHEREAS, the City is requiring a contract for a private ambulance firm to provide emergency ambulance service, effective approximately October 1, 2019. This service will be provided to all persons without regard to ability to pay. The Contractor will be dispatched to all calls for emergency ambulance service in the City of Wilmington received by the New Castle County Emergency Communications Center via the E-9-1-1 System; and

WHEREAS, the Contractor has agreed to perform such services.

NOW THEREFORE, WITNESSETH, that the Parties, in connection with their mutual promises made below, agree as follows:

- A. **Scope of Services.** Contractor shall provide the services specified in Exhibit A to this Agreement for the City.
- B. **Term.** The term of this Agreement shall be effective from 1 October 2019 through 1 October 2023.
- C. **Funding.** The City shall pay zero dollars \$0.00 for services rendered under this Agreement.
- D. **General Terms and Conditions.** The City of Wilmington General Terms and Conditions attached as Exhibit B to this Agreement are incorporated herein and are an integral part of this Agreement.

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City of Wilmington

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By: Michael Donohue
Chief of Fire
Wilmington Fire Department
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Saint Francis Hospital, Inc.

Witness

By: Daniel Sinnott, President CEO
Saint Francis Hospital, Inc.
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EXHIBIT A

STATEMENT OF WORK

1. The Contractor, including its employees and equipment, shall meet all requirements for emergency medical ambulance service prescribed by the State of Delaware, the County of New Castle, and the City of Wilmington throughout the term of this agreement, including new standards of care and programs promulgated by the State of Delaware during the life of this contract.
2. The Contractor shall employ a Medical Director responsible for clinical oversight of ambulance services. This physician must be an emergency medicine practitioner approved by the Delaware's State EMS (Emergency Medical Services) Medical Director. This physician must have a practice proximate to the City of Wilmington. The Medical Director will be required to take an active role in oversight and must submit such periodic reports prescribed by the State EMS Medical Director to both the State and the City of Wilmington.
3. The Contractor shall provide at least six (6) 9-1-1 ambulances 24 hours a day/ 7 days a week for the city of Wilmington. A seventh ambulance shall be available 12 hours a day for inter-facility transports. When not transporting a patient, this ambulance shall be equipped to assist with 9-1-1 if call volume deems necessary.
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attending the patient. This radio must be compatible with Delaware State's 800 MHz trunked radio systems. These radios must be compatible with the City's most current radio system. A complete description of the vehicles intended to be used for this contract must be included in the proposal. The Contractor must also provide their own handsets for their own use.

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- B. A quality improvement plan must be submitted to and approved by the State EMS Medical Director. Quarterly reports must be submitted to the State and the City of Wilmington.
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- F. The Contractor must comply with the City's NFIRS and DEMRS Reporting System Guidelines. All reports shall be completed in accordance with the current version of the "Statewide Standard Treatment Protocol, Delaware Basic Life Support Protocols, Guidelines and Standing Orders for Prehospital and Interfacility Patients" as published by the Delaware Health and Social Services, Office of EMS.
- G. In addition to any other requirements, the Contractor shall submit monthly reports to the City on the tenth day of each month for the previous month, which shall include at least the following information:
 - i. Daily call volumes by hour and by Contractor ambulance.
 - ii. Frequency and duration of time that Contractor ambulance was out of service.
 - iii. Instances and duration of time that the City of Wilmington Fire Department's or other ambulances were required because a Contractor's ambulance was out of service.
 - iv. Other information agreed to by parties.

10. Additional Contract Requirements:

- A. The contract will contain insurance and indemnification requirements satisfactory to the City as specified in Exhibit B.1 and B.4 of this Agreement. In addition, the Contractor will be required to provide a performance bond secured in the amount of one hundred thousand dollars (\$100,000.00) in favor of the City.
- B. The Contractor will be required to treat and transport any other Public Safety personnel injured in the line of duty at no cost to the individual. The injured party shall not be billed privately.

EXHIBIT B

CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS

(the Agreement as supplemented by these General Terms and Conditions shall hereinafter be referred to collectively as the “Agreement”)

1. **Insurance Coverage.** Saint Francis Hospital, Inc. (the “Contractor”) shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers’ compensation as required by law; and comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington (“City”). Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

2. **Use of Subcontractors.** Contractor may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the written approval of the City.

3. **Discrimination and Harassment.** In the performance of this Agreement, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.

4. **Mutual Indemnification.** Contractor and City each agree to defend, indemnify, and hold harmless the other party, its parent companies, affiliates, employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorneys’ fees, to the extent resulting from the indemnifying party's own negligent acts or omissions, or of its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.

5. **Records.** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.

6. **Reports and Information.** Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

7. **Business License.** Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership of Information.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records. Any reuse of the documents without the Contractor's written consent shall be at user's risk and responsibility.

11. **Notices.** Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties via email and regular (USPS) mail as follows:

The City: City of Wilmington
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Emergency Operations Center
22 S. Heald Street
Wilmington, DE 19801
Attn: Michael Donohue, Chief of Fire

Contractor: Daniel Sinnott, CEO
Saint Francis Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

With a copy to: General Counsel/Legal Services
Saint Francis Healthcare Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

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14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

16. **Compliance.** Contractor has developed and implemented a Corporate Compliance Plan and Code of Conduct to ensure that all business activities are in full compliance with all applicable federal, state and local laws. As part of its Corporate Compliance Plan and Code of Conduct, Contractor will comply with Contractor's Corporate Compliance Plan and Code of Conduct. Therefore, both parties mutually covenant, represent, warrant and agree that the establishment and operation of their respective facilities, businesses, services and personnel are and will continue to be in full compliance with all applicable federal, state and local laws. Specifically, the parties agree to not knowingly participate in any activity pursuant to this Agreement or in any aspect of their relationship that may constitute or be construed to constitute a violation of federal or state law regulation

If and to the extent that any payment made hereunder is determined by a court or governmental agency with jurisdiction to have been illegal, the recipient shall promptly return the payment (or the portion thereof so determined to have been illegal) to the payer. All correspondence exchanged in such matters shall be deemed to be confidential, and shall be provided solely for the purposes of re-negotiation of the Agreement and settlement of a potential dispute. No such correspondence shall be deemed disclosed as to waive any privileges otherwise applicable to same.

17. **Termination.** The City of Wilmington may terminate this Agreement at its convenience upon two weeks' notice. In the event of termination, the City shall pay to Contractor any fees then due for services performed by Contractor through the effective date of termination, if such services have been performed as specified in the Agreement. Contractor, upon receipt of such payment, shall deliver to City any deliverables, reports, or other documents to the extent then completed.

18. **Severability.** The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19. **Payment.** Payment shall be made by the City to the Contractor as provided in this Agreement after the satisfactory completion of the work specified in this Agreement and upon proper, undisputed invoice to the City.

20. **Applicable Law and Dispute Resolution.** The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. Contractor agrees to submit exclusively to the jurisdiction and venue of said courts.

21. **Signed Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

AN ORDINANCE CONSTITUTING AMENDMENT NO. 1 TO THE FISCAL YEAR 2020 OPERATING BUDGET (BEING AN ORDINANCE TO AMEND SUBSTITUTE NO. 1 TO ORDINANCE NO. 19-013)

#4710

Sponsor:

**Council
Member
Congo**

Co-Sponsors:

**Council
President
Shabazz**

**Council
Members
Turner
Freel**

WHEREAS, City Council has enacted Substitute No. 1 to Ordinance No. 19-013, the Annual Operating Budget for Fiscal Year 2020; and

WHEREAS, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2020 to fund the implementation of a body camera program for the Police Department; and

WHEREAS, Council deems it necessary and appropriate to amend the position allocation list for the Police Department to increase its personnel to operate the body camera program, the provisions of such amendment having been reviewed by the Administrative Board prior to the introduction of this Ordinance; and

WHEREAS, Council deems it necessary and appropriate to increase the Police Department General Fund Personal Services account group budget appropriation by \$197,095 to pay for the increased personnel necessary to operate the body camera program; and

WHEREAS, Council deems it necessary and appropriate to increase the Police Department General Fund Materials, Supplies, and Equipment account group budget appropriation by \$542,388 to pay for the purchase of body cameras and related services; and

WHEREAS, in consideration of the foregoing, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2020 as set forth herein.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The position allocation list for the Police Department for Fiscal Year 2020 is hereby amended by making the following changes identified on Attachment "A":

1. In the General Fund, add (i) one position of “Sergeant” and (ii) three positions of “Patrol Officer”, thereby increasing the Police Department’s authorized strength from 315 to 319.

SECTION 2. The following financial program is hereby adopted for Fiscal Year 2020, and appropriations are hereby made from the various operating and special funds to the Council, the Mayor, and all offices, departments, boards, and commissions, as indicated in the following sections.

SECTION 3. Appropriations in the sum of \$181,240,787 are hereby made from a general fund, as follows:

TO THE MAYOR:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$3,724,291	\$72,767	\$3,797,058
Materials, Supplies, and Equipment	1,771,650	0	1,771,650
Special Purpose	0	0	0
Debt Service	3,744,144	0	3,744,144
Total	\$9,240,085	\$72,767	\$9,312,852

TO THE MAYOR FOR THE WILMINGTON ARTS COMMISSION:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Special Purpose	\$0	\$0	\$0
Total	\$0	\$0	\$0

**TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET -
CONTINGENCIES:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Contingent Reserves	\$500,000	\$0	\$500,000
Total	\$500,000	\$0	\$500,000

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the Contingent Reserves that will be sufficient to pay for unanticipated budgetary expenses.

**TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET -
SNOW AND WEATHER EMERGENCIES:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Snow and Weather Emergencies	\$172,000	\$0	\$172,000
Total	\$172,000	\$0	\$172,000

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the foregoing sum that, taken with amounts otherwise available to each such office, department, board, or commission, will be sufficient to pay for the contractual cost, overtime cost, materials, supplies, and equipment cost of emergency snow removal and weather emergencies.

TO THE PLANNING DEPARTMENT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,096,826	\$36,037	\$1,132,863
Materials, Supplies, and Equipment	318,231	0	318,231
Special Purpose	0	0	0
Debt Service	175,557	0	175,557
Total	\$1,590,614	\$36,037	\$1,626,651

TO THE CITY COUNCIL:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,541,166	\$803,678	\$2,344,844
Materials, Supplies, and Equipment	536,922	273,387	810,309
Special Purpose	19,000	0	19,000
Debt Service	1,034	35,534	36,568
Total	\$2,098,122	\$1,112,599	\$3,210,721

TO THE CITY TREASURER:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$358,130	\$496,197	\$854,327
Materials, Supplies, and Equipment	105,096	4,701,021	4,806,117
Total	\$463,226	\$5,197,218	\$5,660,444

TO THE AUDITING DEPARTMENT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$601,266	\$0	\$601,266
Materials, Supplies, and Equipment	213,969	0	213,969
Total	\$815,235	\$0	\$815,235

TO THE LAW DEPARTMENT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,066,068	\$0	\$2,066,068
Materials, Supplies, and Equipment	583,790	0	\$583,790
Total	\$2,649,858	\$0	\$2,649,858

TO THE FINANCE DEPARTMENT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$5,415,701	\$0	\$5,415,701
Materials, Supplies, and Equipment	4,114,983	0	\$4,114,983
Program and Activities	0	0	\$0
Debt Service	53,090	0	\$53,090
Total	\$9,583,774	\$0	\$9,583,774

TO THE DIRECTOR OF FINANCE - BUDGET RESERVE ACCOUNT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Debt Service	\$0	\$0	\$0
Total	\$0	\$0	\$0

The Director of Finance is authorized to transfer the above amount into the Budget Reserve Account as the FY 2020 contribution, in conformance with Wilmington City Code, Chapter 2, Article VI, Division 2. No transfer from this account to any annual operating budget accounts of any office, department, board, or commission shall be made except upon approval of an ordinance passed by a two-thirds majority vote of the President and all members of Council.

TO THE DEPARTMENT OF COMMERCE

	<u>City</u>	<u>Special</u>	<u>Total</u>
Debt Service	\$720,226	\$0	\$720,226
Total	\$720,226	\$0	\$720,226

TO THE HUMAN RESOURCES DEPARTMENT

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,838,207	\$0	\$1,838,207
Materials, Supplies, and Equipment	476,495	0	476,495
Debt Service	40,281	0	40,281
Total	\$2,354,983	\$0	\$2,354,983

TO THE DEPARTMENT OF LICENSES AND INSPECTIONS (L&I):

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,222,783	\$0	\$4,222,783
Materials, Supplies, and Equipment	1,023,230	0	1,023,230
Debt Service	7,255	0	7,255
Programs and Activities	0	0	0
Total	\$5,253,268	\$0	\$5,253,268

TO THE DEPARTMENT OF L&I FOR ANIMAL CONTROL:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Special Purpose	\$307,500	\$0	\$307,500
Total	\$307,500	\$0	\$307,500

DEPARTMENT OF L&I TOTAL	\$5,560,768	\$0	\$5,560,768
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TO THE DEPARTMENT OF PARKS AND RECREATION:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,730,122	\$598,059	\$5,328,181
Materials, Supplies, and Equipment	2,526,008	894,602	3,420,610
Debt Service	1,773,483	0	1,773,483
Programs and Activities	0	0	0
Total	\$9,029,613	\$1,492,661	\$10,522,274

TO THE FIRE DEPARTMENT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$21,974,633	\$0	\$21,974,633
Materials, Supplies, and Equipment	2,720,386	201,369	2,921,755
Debt Service	1,453,727	0	1,453,727
Programs and Activities	0	0	0
Total	\$26,148,746	\$201,369	\$26,350,115

TO THE POLICE DEPARTMENT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$52,604,126	\$718,899	\$53,323,025
Materials, Supplies, and Equipment	7,723,297	0	7,723,297
Debt Service	247,097	0	247,097
Programs and Activities	0	0	0
Total	\$60,574,520	\$718,899	\$61,293,419

TO THE DEPARTMENT OF PUBLIC WORKS:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,900,405	\$0	\$9,900,405
Materials, Supplies, and Equipment	11,496,977	1,260,608	12,757,585
Debt Service	4,811,381	0	4,811,381
Programs and Activities	0	0	0
Total	\$26,208,763	\$1,260,608	\$27,469,371

**TO THE DEPARTMENT OF PUBLIC WORKS-
THE BOARD OF EXAMINING ENGINEERS:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	0	0	0
Total	\$0	\$0	\$0

TO THE DEPARTMENT OF REAL ESTATE AND HOUSING:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$165,932	\$971,210	\$1,137,142
Materials, Supplies, and Equipment	941,283	183,900	1,125,183
Debt Service	731,820	0	731,820
Programs and Activities	0	1,866,297	1,866,297
Pass-Through	0	0	0
Total	\$1,839,035	\$3,021,407	\$4,860,442

TO THE DEPARTMENT OF INFORMATION TECHNOLOGIES

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,249,219	\$0	\$2,249,219
Materials, Supplies, and Equipment	6,001,530	0	6,001,530
Debt Service	326,905	0	326,905
Programs and Activities	0	0	0
Total	\$8,577,654	\$0	\$8,577,654

SECTION 4. The Director of Finance is authorized upon transfer of any function from one office, department, board, or commission to another office, department, board, or commission to transfer to the successor office, department, board, or commission those portions that pertain to the function transferred.

SECTION 5. Whenever, pursuant to the provisions of Section 8-401 of the Charter, employees of any office, department, board, or commission are used by another office, department, board, or commission, the compensation of such employees for the period of such

use may, at the discretion of the Director of Finance, be charged against the applicable appropriations to the using office, department, board, or commission.

SECTION 6. Appropriations in the sum of \$77,925,640 are hereby made from the Water/Sewer Fund as follows:

TO THE DEPARTMENT OF FINANCE - WATER/SEWER BILLING:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,622,543	\$0	\$2,622,543
Materials, Supplies, and Equipment	4,185,206	0	4,185,206
Debt Service	51,271	0	51,271
Total	\$6,859,020	\$0	\$6,859,020

TO THE AUDITING DEPARTMENT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Materials, Supplies, and Equipment	\$84,984	\$0	\$84,984
Total	\$84,984	\$0	\$84,984

TO THE DIRECTOR OF FINANCE - SALARY ADJUSTMENT/ATTRITION:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Salary Adjustment	\$0	\$0	\$0
Total	\$0	\$0	\$0

The Director of Finance is authorized to transfer to each office or department such portions of the foregoing sum as will be sufficient to pay for personal services increases authorized by Council action, and to transfer from each department in which a vacancy occurs funds in an amount equal to the unexpended personal services balance for such unfilled position.

TO THE DEPARTMENT OF PUBLIC WORKS:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,287,966	\$0	\$9,287,966
Materials, Supplies, and Equipment	55,435,893	0	55,435,893
Debt Service	6,257,777	0	6,257,777
Total	\$70,981,636	\$0	\$70,981,636

SECTION 7. Appropriations in the sum of \$39,547,045 are made from the

Intragovernmental Service Fund as follows:

TO THE MAYOR:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	0	0	0
Debt Service	0	0	0
Total	\$0	\$0	\$0

TO THE FINANCE DEPARTMENT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	0	0	0
Debt Service	0	0	0
Total	\$0	\$0	\$0

TO THE DEPARTMENT OF PUBLIC WORKS:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	7,568,462	0	7,568,462
Debt Service	145,924	0	145,924
Total	\$7,714,386	\$0	\$7,714,386

TO THE HUMAN RESOURCES DEPARTMENT:

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,131,944	\$0	\$1,131,944
Materials, Supplies, and Equipment	5,388,193	0	5,388,193
Special Purpose	25,312,522	0	25,312,522
Total	\$31,832,659	\$0	\$31,832,659

**TO THE DIRECTOR OF HUMAN RESOURCES - RISK MNGT./ENVIRONMENTAL
LIABILITY RESERVE ACCOUNT:**

	<u>City</u>	<u>Special</u>	<u>Total</u>
Risk Mgt./Environmental Acct.	\$0	\$0	\$0
Total	\$0	\$0	\$0

The Director of Finance is authorized to transfer the above amount to the Human Resources Department in its Risk Management/Environmental Liability Reserve Account as the FY 2020 contribution in conformity with the provisions of Wilmington City Code, Chapter 2, Article VI, Division 8. The account shall be maintained in a manner sufficient to permit it to accrue through accumulation of principal and interest and the balance shall be carried forward from one fiscal year to the next. The account shall be accessed and transfers shall be authorized only for purposes of the City meeting an obligation arising out of liability on the part of City government.

The personal services, materials, supplies, and equipment provided for herein shall be allocated among and paid for by the departments receiving intragovernmental services. The Director of Finance is hereby authorized to transfer funds from the accounts of departments using such intragovernmental services and to adjust upwards the appropriations contained herein for intragovernmental services so long as appropriated funds are available to pay for such services. The appropriations made herein shall be wholly payable from the appropriations for materials, supplies, and equipment made to departments receiving intragovernmental services and the limitations of Wilmington Charter Section 2-300(6) shall not apply.

Appropriations to the Human Resources Department include ongoing funding of the Risk Management Program, pursuant to the provisions of Wilmington City Code, Chapter 2, Article VI, Division 8.

SECTION 8. Appropriations in the sum of \$13,113,565 not subject to the limitations of Wilmington Charter Section 2-300(6), are included in the appropriations of Sections 2, 5, and 6, under the heading “Special”. These appropriations of special funds are made contingent upon the receipt of funds and shall be utilized in the manner prescribed by the statutes, ordinances, regulations, resolutions, and/or grants from which they derive. In the event new funds are received or funds are received in greater or lesser amounts than appropriated above, spending shall be adjusted upward or downward in accordance with the funds available. In no event shall spending of the special funds herein provided for exceed the amounts actually received or otherwise made available.

SECTION 9. Except as otherwise provided by this Ordinance, special funds, heretofore established pursuant to any ordinances, statutes, resolutions, and/or grants shall continue to be utilized in Fiscal Year 2020 for the purpose and in the manner prescribed by such ordinances, statutes, resolutions, and/or grants to the extent that they are consistent with the provisions of the Wilmington Home Rule Charter.

When, under the Charter, an appropriation is a prerequisite to the payment of money from such special funds, this section shall be construed as an appropriation of the full proceeds of such funds for the purposes heretofore authorized by such ordinances, statutes, resolutions and/or grants.

SECTION 10. The amounts herein appropriated for materials, supplies, and equipment shall be deemed to be available for encumbrance upon the effective date of this Ordinance, to the extent necessary to facilitate the operations of the various offices, departments, boards, and commissions for Fiscal Year 2020, provided that no services shall be rendered prior to July 1, 2019, and no materials, supplies, and equipment acquired shall be used in Fiscal Year 2019,

except to the extent required to prepare for Fiscal Year 2020 operations.

SECTION 11. A. Position Allocation. Attachment “A” hereto sets forth the positions authorized to be filled between July 1, 2019 and June 30, 2020. Pursuant to Section 40-36 of the City Code, any previously existing classifications and allocation of classifications are hereby abolished. Hereinafter, no additional positions shall be created or allocated without review and approval by the Administrative Board and designation by ordinance of the City Council, except that nothing in this Ordinance shall preclude the hiring and payment of employees filling positions where monies other than those appropriated by this Ordinance are available.

B. Executive and Managerial Salary Program and Salary Review Matrix. Attachment “B” hereto sets forth for Fiscal Year 2020 the positions that are in the executive and management salary program, the salary review matrix, and the declared maximum salary rates for Department Heads, pursuant to the provisions of Wilmington City Code, Chapter 40, Article II, Division 3, as amended by Substitute No. 1 to Ordinance No. 04-010.

C. Non-Union Employee Salaries. Attachment “C” hereto sets forth the Non-Union Salaries and the Grades and Steps for the same for Fiscal Year 2020.

SECTION 12. All unencumbered balances on hand as of July 1, 2020, held by any office, department, board, or commission named in Sections 2, 5, and 6 of this Ordinance shall revert to the City of Wilmington Current Account.

SECTION 13. Effective Date. This Ordinance shall be deemed effective as of its date of passage by City Council and approval by the Mayor.

First Reading.....October 17, 2019
Second Reading.....October 17, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____ 2019.

Mayor

SYNOPSIS AND FISCAL IMPACT: This Ordinance is the first amendment to the Fiscal Year 2020 Operating Budget Ordinance. It contains changes to the position allocation list and increased budget appropriations for the Police Department to fund a body camera program.

First, the amendment amends the Fiscal Year 2020 position allocation list (the “PAL”) by increasing the authorized strength of the Police Department from a total of 315 to 319 sworn officers. Specifically, the PAL is amended by adding (i) one Sergeant position (an increase of total Sergeant positions from 37 to 38) and (ii) three Patrol Officer positions (an increase of total Patrol Officer positions from 257 to 260). Overall, the PAL has an increase of four (4.00) Fulltime Equivalent positions.

Second, the amendment increases the Fiscal Year 2020 budget appropriations for the Police Department both to pay for the salaries and benefits of the four new sworn officers and for the contract with the company that will provide the body cameras and related services to the City. Assuming that hiring for the new positions will not occur before January 1, 2020, the Police Department’s General Fund Personal Services budget allocation is increased by \$197,095. The contract to purchase 319 body cameras and related services is a five-year contract, the first year of which will cost \$542,388. To cover the cost of the contract, the Police Department’s FY 2020 General Fund Materials, Supplies, and Equipment budget appropriation is increased by \$542,388.

The total fiscal impact and budget appropriation increase to the FY 2020 General Fund Budget for the Police Department body camera program is \$739,483 and will be funded by utilizing the Tax Stabilization Reserve.

W0107851

ATTACHMENT A

**Fiscal Year 2020
DEPARTMENTAL POSITION ALLOCATION LIST**

Amendment # 1**Fund: General****Department: Mayor's Office**

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Mayor	1.00	Ext	1.00	0.00
Mayor's Chief of Staff	1.00	E 11	1.00	0.00
Deputy Chief of Staff for Fiscal and Management Operations	1.00	E 10	1.00	0.00
Deputy Chief of Staff for Policy and Communications	1.00	E 10	1.00	0.00
Director of Economic Development	1.00	E 09	1.00	0.00
Deputy Director of Economic Development	1.00	E 07	1.00	0.00
Emergency Management Director	1.00	E 07	0.50	0.50
Special Assistant to the Mayor for Employment Initiatives	1.00	E 07	1.00	0.00
Director of Cultural Affairs	1.00	E 06	1.00	0.00
Policy Analyst	1.00	E 06	1.00	0.00
Best Practices/Innovation Specialist	1.00	E 05	1.00	0.00
Director of Constituent Services	1.00	E 05	1.00	0.00
Arts & Cultural Outreach Specialist	1.00	E 04	1.00	0.00
Digital and Social Media Manager	1.00	E 04	1.00	0.00
Economic Development Project Manager I	1.00	E 04	1.00	0.00
Office Manager/Administrative Assistant	1.00	E 04	1.00	0.00
Marketing and Special Projects Coordinator	1.00	E 04	1.00	0.00
Special Assistant	1.00	E 04	1.00	0.00
Special Assistant for Community Engagement	1.00	E 04	1.00	0.00
Communications Specialist	1.00	E 03	1.00	0.00
Community Referral Specialist	1.00	E 03	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Constituent Services Officer	2.00	E 02	2.00	0.00
Mayor's Office Receptionist	1.00	E 01	1.00	0.00
Budget Director	1.00	M 08	1.00	0.00
Assistant Budget Director	1.00	M 06	1.00	0.00
Small and Minority Business Development Manager	1.00	M 05	1.00	0.00
Fiscal & Operations Analyst	3.00	S	3.00	0.00
Civil Appeals Administrator	1.00	N	1.00	0.00
Constituent Services Project Specialist	1.00	N	1.00	0.00
Constituent Services Representative	1.00	G	1.00	0.00
DEPARTMENT TOTAL	34.00		33.50	0.50

Fund: General
Department: Information Technologies
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Information Technologies	1.00	M 07	1.00	0.00
Application Support Specialist II	2.00	T	2.00	0.00
Senior Information Desktop Engineer	1.00	S	1.00	0.00
Mapping & Graphics Manager	1.00	S	1.00	0.00
Information Systems Administrator	1.00	S	1.00	0.00
Network Technician	1.00	R	1.00	0.00
Information Help Desk Coordinator	1.00	Q	1.00	0.00
Information Desktop Engineer	1.00	P	1.00	0.00
Information Help Desk Engineer	3.00	P	3.00	0.00
Application Support Specialist I	1.00	P	1.00	0.00
Telephony Analyst	1.00	O	1.00	0.00
Webmaster	1.00	O	1.00	0.00
Information Analyst I	1.00	N	1.00	0.00
IT Office Coordinator	1.00	M	1.00	0.00
Mapping Technician II	1.00	L	1.00	0.00
Communications Assistant	1.00	G	1.00	0.00
Document Management Technician	2.00	G	2.00	0.00
IT Support Services Technician	1.00	D	1.00	0.00
DEPARTMENT TOTAL	22.00		22.00	0.00

Fund: General
Department: Planning
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Planning and Development	1.00	E 08	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Planning Manager	1.00	M 07	1.00	0.00
Planning Grants Coordinator	1.00	M 05	1.00	0.00
Senior Planner Design & Review	1.00	T	1.00	0.00
Senior Planner III	1.00	S	1.00	0.00
Senior Planner II	1.00	R	1.00	0.00
Planner II	2.00	Q	1.55	0.45
Planner I	1.00	N	1.00	0.00
DEPARTMENT TOTAL	10.00		9.55	0.45

Fund: General
Department: City Council
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
President of City Council	1.00	Ext	1.00	0.00
Finance Chairman	1.00	Ext	1.00	0.00
President Pro Tempore	1.00	Ext	1.00	0.00
Council Members	10.00	Ext	10.00	0.00
Chief Financial Officer & Policy Advisor	1.00	Ext	0.95	0.05
Chief of Staff	1.00	Ext	0.75	0.25
Legislative & Community Director	1.00	Ext	1.00	0.00
City Clerk	1.00	Ext	1.00	0.00
Deputy Station Manager	1.00	Ext	0.00	1.00
Digital & Media Content Producer	1.00	Ext	0.00	1.00
Digital Media & Web Content Creator	1.00	Ext	0.00	1.00
Executive Administrative Assistant	1.00	Ext	1.00	0.00
Legislative Administrative Assistant	1.00	Ext	0.50	0.50
Legislative Administrative Assistant/Deputy City Clerk	1.00	Ext	1.00	0.00
Producer	3.00	Ext	0.00	3.00
Senior Producer/On-Air Talent	1.00	Ext	0.00	1.00
Station Manager-WITN	1.00	Ext	0.00	1.00
DEPARTMENT TOTAL	28.00		19.20	8.80

Fund: General
Department: City Treasurer
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Treasurer	1.00	Ext	0.50	0.50
Deputy Treasurer	1.00	Ext	0.50	0.50
Administrative Assistant to the City Treasurer	1.00	Ext	0.50	0.50
Pension Manager	1.00	Ext	0.00	1.00
Debt Manager/System Coordinator	1.00	Ext	0.50	0.50
Senior Treasury Analyst	2.00	Q	1.00	1.00
DEPARTMENT TOTAL	7.00		3.00	4.00

Fund: General
Department: City Auditor
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Auditor	1.00	E 08	1.00	0.00
Auditing Manager	1.00	M 06	1.00	0.00
Senior Auditor	3.00	S	3.00	0.00
DEPARTMENT TOTAL	5.00		5.00	0.00

Fund: General
Department: Law
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Solicitor	1.00	E 10	1.00	0.00
Deputy City Solicitor	1.00	E 09	1.00	0.00
Senior Assistant City Solicitor	3.00	E 08	3.00	0.00
Assistant City Solicitor	5.00	E 07	5.00	0.00
Legal Office Administrator	1.00	M 04	1.00	0.00
Litigation Assistant	1.00	P	1.00	0.00
Real Estate Legal Coordinator	1.00	P	1.00	0.00
Legal Assistant II	1.00	O	1.00	0.00
Nuisance Property Administrator	1.00	O	1.00	0.00
Legal Assistant I	2.00	M	2.00	0.00
DEPARTMENT TOTAL	17.00		17.00	0.00

Fund: General
Department: Finance
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.60	E 08	0.60	0.00
Administrative Assistant II	0.75	E 02	0.75	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Procurement Manager	1.00	M 06	1.00	0.00
Accounting Manager	0.65	M 06	0.65	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Revenue Manager	0.35	M 06	0.35	0.00
Tax Manager	1.00	M 06	1.00	0.00
Senior Financial Analyst	0.80	M 05	0.80	0.00
Billing Manager	0.20	T	0.20	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Tax Supervisor	1.00	T	1.00	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.75	S	0.75	0.00
Grant Coordinator	0.75	S	0.75	0.00
Parking Services Supervisor	1.00	S	1.00	0.00
Senior Accountant	2.00	S	2.00	0.00
Assistant Tax Supervisor	1.00	R	1.00	0.00
Revenue Audit Agent	2.00	R	2.00	0.00
Sheriff Sale Administrator	0.10	R	0.10	0.00
Real Estate Coordinator	1.00	Q	1.00	0.00
Senior Procurement Specialist	1.00	Q	1.00	0.00
Purchasing Agent II	1.00	P	1.00	0.00
Customer Service Consultant	0.20	O	0.20	0.00
Staff Accountant	0.50	O	0.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Assistant Revenue Audit Agent	1.00	M	1.00	0.00
Senior EIT Agent	2.00	M	2.00	0.00
Settlement Clerk	0.20	M	0.20	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
EIT Agent	4.00	L	4.00	0.00
Purchasing Technician	1.00	J	1.00	0.00
Senior Parking Regulations Enforcement Officer	1.00	J	1.00	0.00
Assistant EIT Agent	1.00	I	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Account Entry Clerk	3.50	G	3.50	0.00
Administrative Clerk I	3.50	G	3.50	0.00
Scofflaw Enforcer	2.00	G	2.00	0.00
Account Clerk III	0.50	F	0.50	0.00
Parking Regulations Enforcement Officer	13.00	F	13.00	0.00
DEPARTMENT TOTAL	58.85		58.85	0.00

Fund: Water and Sewer
Department: Finance
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.40	E 08	0.40	0.00
Administrative Assistant II	0.25	E 02	0.25	0.00
Accounting Manager	0.35	M 06	0.35	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Revenue Manager	0.65	M 06	0.65	0.00
Senior Financial Analyst	0.20	M 05	0.20	0.00
Billing Manager	0.80	T	0.80	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.25	S	0.25	0.00
Grant Coordinator	0.25	S	0.25	0.00
Senior Accountant	1.00	S	1.00	0.00
Sheriff Sale Administrator	0.90	R	0.90	0.00
Billing Analyst	3.00	Q	3.00	0.00
Customer Service Consultant	2.80	O	2.80	0.00
Staff Accountant	1.50	O	1.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Settlement Clerk	0.80	M	0.80	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
Meter Reader Services Coordinator	1.00	K	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Delinquent Accounts Officer	1.00	H	1.00	0.00
Account Entry Clerk	0.50	G	0.50	0.00
Administrative Clerk I	0.50	G	0.50	0.00
Account Clerk III	0.50	F	0.50	0.00
Meter Reader	1.00	E	1.00	0.00
DEPARTMENT TOTAL	26.15		26.15	0.00

Fund: General
Department: Human Resources
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.55	E 09	0.55	0.00
Deputy Director of Human Resources	0.55	E 08	0.55	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Director of Employment Services	1.00	M 07	1.00	0.00
Director of Classification & Compensation	1.00	M 06	1.00	0.00
Human Resources Administrator	3.00	M 04	3.00	0.00
Human Resources Information Systems Administrator	1.00	T	1.00	0.00
Labor Relations Specialist	1.00	R	1.00	0.00
Compensation Specialist	1.00	Q	1.00	0.00
Compliance Specialist	1.00	P	1.00	0.00
Human Resources Information and Systems Analyst	1.00	P	1.00	0.00
Employee Engagement Administrator	1.00	O	1.00	0.00
Human Resources Specialist	1.00	N	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Human Resources Leave Administrator	1.00	L	1.00	0.00
Human Resources Office Assistant	1.00	G	1.00	0.00
DEPARTMENT TOTAL	16.60		16.60	0.00

Fund: Internal Service
Department: Human Resources
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.45	E 09	0.45	0.00
Deputy Director of Human Resources	0.45	E 08	0.45	0.00
Employee Benefits Manager	1.00	M 06	1.00	0.00
Occupational Health, Safety & Loss Prevention Programs Manager	1.00	M 05	1.00	0.00
Occupational Health Nurse	1.00	R	1.00	0.00
Senior Employee Benefits Administrator	1.00	Q	1.00	0.00
Claims Supervisor	1.00	P	1.00	0.00
Employee Benefits Administrator	1.00	P	1.00	0.00
Risk Management Analyst	1.00	O	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Medical Dispensary Coordinator	1.00	K	1.00	0.00
DEPARTMENT TOTAL	9.40		9.40	0.00

Fund: General
Department: Licenses and Inspections
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Licenses and Inspections	1.00	E 09	1.00	0.00
Deputy Commissioner of Licenses and Inspections	1.00	E 07	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Code Enforcement Supervisor	1.00	T	1.00	0.00
Zoning Manager	1.00	T	1.00	0.00
Building Code Enforcement Inspector	5.00	Q	5.00	0.00
Plans Examiner	2.00	Q	2.00	0.00
Mechanical Code Enforcement Inspector	1.00	Q	1.00	0.00
Code Enforcement Inspector	18.00	P	18.00	0.00
Code Enforcement Administrator	1.00	O	1.00	0.00
Zoning Enforcement Officer	1.00	N	1.00	0.00
Building Permit Director	1.00	M	1.00	0.00
Business Compliance Officer	1.00	M	1.00	0.00
Administrative Supervisor	1.00	L	1.00	0.00
Administrative Clerk III	1.00	I	1.00	0.00
Administrative Clerk I	5.00	G	5.00	0.00
Records Clerk	1.00	C	1.00	0.00
DEPARTMENT TOTAL	43.00		43.00	0.00

Fund: General
Department: Parks and Recreation
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Parks and Recreation	1.00	E 08	1.00	0.00
Deputy Director of Parks and Recreation	1.00	E 06	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Superintendent of Maintenance, Parks & Recreation	1.00	M 05	1.00	0.00
Superintendent of Recreation	1.00	M 05	1.00	0.00
Youth & Families Manager	1.00	M 05	1.00	0.00
Parks Maintenance Supervisor	2.00	M 04	2.00	0.00
Parks Financial Administrator	1.00	P	1.00	0.00
Nutrition Program Coordinator	1.00	N	0.60	0.40
Program and Grants Coordinator	1.00	N	1.00	0.00
Youth & Families Program Administrator	1.00	N	1.00	0.00
Activities Coordinator	1.00	M	1.00	0.00
Physical Activities Coordinator	1.00	M	1.00	0.00
Recreation Program Coordinator	2.00	M	2.00	0.00
Equipment and Transportation Assistant	1.00	K	1.00	0.00
Accounts & Program Support Coordinator	1.00	H	1.00	0.00
Labor Foreman II	4.00	H	4.00	0.00
Small Engine Mechanic	1.00	H	1.00	0.00
Maintenance Mechanic III	1.00	G	1.00	0.00
Equipment Operator IV	3.00	F	3.00	0.00
Pool Mechanic	1.00	F	1.00	0.00
Labor Foreman I	4.00	E	4.00	0.00
Clerk II	1.00	D	1.00	0.00
Equipment Operator II	3.00	D	3.00	0.00
Nursery Technician	1.00	D	1.00	0.00
General Laborer I	4.00	B	4.00	0.00
DEPARTMENT TOTAL	41.00		40.60	0.40

Fund: General
Department: Fire
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Fire	1.00	E 09	1.00	0.00
Deputy Chief	2.00	E 07	2.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Battalion Chief	10.00		10.00	0.00
Captain	11.00		11.00	0.00
Lieutenant	29.00		29.00	0.00
Firefighter	103.00		103.00	0.00
Fire Plans Reviewer	1.00	P	1.00	0.00
Executive Assistant to the Chief	1.00	N	1.00	0.00
Fiscal Administrator	1.00	K	1.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
DEPARTMENT TOTAL	161.00		161.00	0.00

Fund: General
Department: Police
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Police	1.00	E 09	1.00	0.00
Police Policy and Communications Director	1.00	E 06	1.00	0.00
Inspector	2.00		2.00	0.00
Captain	7.00		7.00	0.00
Lieutenant	11.00		11.00	0.00
Sergeant	38.00		38.00	0.00
Patrol Officer	260.00		254.57	5.43
Victim Services Supervisor	1.00	S	1.00	0.00
Bilingual Victims Case Coordinator	1.00	Q	1.00	0.00
Cold Case Investigator	1.00	Q	1.00	0.00
Crime Analyst	2.00	Q	2.00	0.00
Domestic Violence Coordinator	1.00	P	1.00	0.00
Communications Supervisor	5.00	O	5.00	0.00
Financial Administrator	1.00	O	1.00	0.00
Youth Intervention Specialist	1.00	N	1.00	0.00
Records Supervisor	1.00	M	1.00	0.00
Information Input Specialist	1.00	K	1.00	0.00
Senior Emergency Communications Specialist	1.00	K	1.00	0.00
Criminal Records Coordinator	1.00	I	1.00	0.00
Emergency Communications Specialist	12.00	I	12.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
Emergency Call Operator	15.00	H	15.00	0.00
Administrative Clerk I	1.00	G	1.00	0.00
Communications and Data Specialist	7.00	G	7.00	0.00
Document Management Technician	1.00	G	1.00	0.00
Police Records Specialist	1.00	G	1.00	0.00
Police Reports Specialist	1.00	G	1.00	0.00
Property Technician	1.00	G	1.00	0.00
Senior Clerk	1.00	G	1.00	0.00
Vehicle Maintenance Technician	1.00	G	1.00	0.00
Teleserve Operator	5.00	F	5.00	0.00
DEPARTMENT TOTAL	384.00		378.57	5.43

Fund: General
Department: Public Works
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.25	E 09	0.25	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.25	E 01	0.25	0.00
Director of Transportation	1.00	M 07	1.00	0.00
Administrative Services Director	0.35	M 06	0.35	0.00
City Engineer	0.45	M 06	0.45	0.00
Operations Director	1.00	M 06	1.00	0.00
Transportation Engineer	1.00	T	1.00	0.00
Building Services Manager	1.00	R	1.00	0.00
Contracts & Fleet Administrator	1.00	R	1.00	0.00
Sanitation Manager	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
CADD/GIS Engineering Coordinator	1.00	Q	1.00	0.00
Transportation Administrative Supervisor	1.00	P	1.00	0.00
Engineering Records Coordinator	0.25	O	0.25	0.00
Street Cleaning Supervisor	1.00	O	1.00	0.00
Assistant Sanitation Supervisor	2.00	N	2.00	0.00
Assistant Building Services Manager	1.00	N	1.00	0.00
Constituent Services Supervisor	0.30	M	0.30	0.00
ITMS Senior Technician	1.00	M	1.00	0.00
Traffic Maintenance Foreman	1.00	M	1.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street Cleaning Supervisor	2.00	L	2.00	0.00
Assistant Street and Sewer Maintenance Supervisor	0.20	L	0.20	0.00
Assistant Constituent Services Supervisor	0.30	K	0.30	0.00
Purchasing Coordinator I	0.70	J	0.70	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Building Services Foreman	1.00	I	1.00	0.00
Constituent Services Assistant	0.90	I	0.90	0.00
Construction Inspector	1.00	I	1.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	1.40	H	1.40	0.00
Labor Foreman II	0.20	H	0.20	0.00
Signal Electrician	4.00	H	4.00	0.00
Building Technician I	1.00	G	1.00	0.00
Traffic Maintenance Technician II	4.00	G	4.00	0.00
Traffic Technician II	2.00	G	2.00	0.00
Equipment Operator IV	13.00	F	13.00	0.00
Sanitation Driver	15.00	E	15.00	0.00
Sanitation Worker	25.00	E	25.00	0.00
Equipment Operator II	10.00	D	10.00	0.00
General Laborer II	2.00	C	2.00	0.00
General Laborer I	17.00	B	17.00	0.00
DEPARTMENT TOTAL	119.05		119.05	0.00

Fund: Water and Sewer
Department: Public Works
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.75	E 09	0.75	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.75	E 01	0.75	0.00
Water Division Director	1.00	M 07	1.00	0.00
Administrative Services Director	0.65	M 06	0.65	0.00
Assistant Water Division Director	2.00	M 06	2.00	0.00
City Engineer	0.55	M 06	0.55	0.00
Water Quality Manager	1.00	M 05	1.00	0.00
Environmental Programs Manager	1.00	S	1.00	0.00
Civil Engineer	2.00	R	2.00	0.00
Contracts & Maintenance Supervisor	1.00	R	1.00	0.00
Forestry Programs & Operation Supervisor	1.00	R	1.00	0.00
Water Systems Supervisor	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
Water Distribution Supervisor	2.00	Q	2.00	0.00
Water Meter Supervisor	1.00	Q	1.00	0.00
Assistant Water Distribution Supervisor	1.00	P	1.00	0.00
Water Quality Assistant	1.00	P	1.00	0.00
Wet Weather Administrator	1.00	P	1.00	0.00
Engineering Records Coordinator	0.75	O	0.75	0.00
Sewer Maintenance Supervisor	1.00	O	1.00	0.00
Water Production Supervisor	1.00	O	1.00	0.00
Assistant Water Production Supervisor	1.00	N	1.00	0.00
City Forester	1.00	N	1.00	0.00
Constituent Services Supervisor	0.70	M	0.70	0.00
GIS Technician II	1.00	M	1.00	0.00
Water Production Maintenance Foreman	2.00	M	2.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street and Sewer Maintenance Supervisor	0.80	L	0.80	0.00
Assistant Water Meter Supervisor	1.00	L	1.00	0.00
Water Quality Specialist	3.00	L	3.00	0.00
Chief Construction Inspector	1.00	K	1.00	0.00
Assistant Constituent Services Supervisor	0.70	K	0.70	0.00
GIS Technician I	1.00	J	1.00	0.00
Purchasing Coordinator I	1.30	J	1.30	0.00
Tree Climber II/Tree Crew Foreman	1.00	J	1.00	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Constituent Services Assistant	2.10	I	2.10	0.00
Construction Inspector	4.00	I	4.00	0.00
Labor Foreman III	3.00	I	3.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	4.60	H	4.60	0.00
Labor Foreman II	1.80	H	1.80	0.00

Fund: Water and Sewer (Continued)
Department: Public Works
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Plant Mechanic II	6.00	H	6.00	0.00
Plant Operator III	8.00	H	8.00	0.00
Welder	1.00	H	1.00	0.00
Maintenance Mechanic III	8.00	G	8.00	0.00
Equipment Operator IV	1.00	F	1.00	0.00
Maintenance Mechanic II	3.00	F	3.00	0.00
Tree Climber I	1.00	F	1.00	0.00
Equipment Operator III	1.00	E	1.00	0.00
Maintenance Mechanic I	1.00	E	1.00	0.00
Technical Maintenance Mechanic I	1.00	E	1.00	0.00
Equipment Operator II	2.00	D	2.00	0.00
General Laborer III	9.00	D	9.00	0.00
Equipment Operator I	1.00	C	1.00	0.00
General Laborer II	6.00	C	6.00	0.00
DEPARTMENT TOTAL	103.95		103.95	0.00

Fund: General
Department: Real Estate and Housing
Fiscal Year 2020

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Real Estate and Housing	1.00	E 08	0.45	0.55
Director of Rehabilitation	1.00	M 05	0.05	0.95
Senior Program Director	1.00	M 05	0.00	1.00
Acquisition & Disposition Manager	1.00	Q	0.18	0.82
Development Specialist	1.00	Q	0.46	0.54
Program Administrator	1.00	P	0.21	0.79
Financial Administrator	1.00	O	0.00	1.00
Senior Rehabilitation Specialist II	2.00	N	0.13	1.87
GIS Technician I	1.00	J	0.00	1.00
Administrative Clerk II	1.00	H	0.00	1.00
DEPARTMENT TOTAL	11.00		1.48	9.52

ATTACHMENT B

**City of Wilmington
Executive and Managerial
Position Level Salary Structure Matrix
FY 2020**

	<u>Salary Range</u> <u>07/01/19 - 06/30/20</u>	
<u>Level 1</u>	\$41,098	\$62,468
Administrative Assistant I Mayor's Office Receptionist		
<u>Level 2</u>	\$45,429	\$69,960
Administrative Assistant II Constituent Services Officer		
<u>Level 3</u>	\$50,078	\$78,123
Communications Assistant Community Referral Specialist		
<u>Level 4</u>	\$55,422	\$87,566
Arts & Cultural Outreach Specialist Digital & Social Media Manager Economic Development Project Manager I Human Resources Administrator Legal Office Administrator Marketing & Special Projects Coordinator Office Manager/Administrative Assistant Parks Maintenance Supervisor Special Assistant Special Assistant for Community Engagement		
<u>Level 5</u>	\$61,313	\$97,863
Best Practices/Innovation Specialist Director of Constituent Services Division Director of Rehabilitation Occupational Health, Safety & Loss Prevention Program Manager Planning Grants Coordinator Senior Financial Analyst Senior Program Director Small & Minority Business Development Manager Superintendent of Maintenance, Parks & Recreation Superintendent of Recreation Youth & Families Manager Water Quality Manager		

Salary Range
07/01/19 - 06/30/20

Level 6

\$68,388 \$109,419

Accounting Manager
Administrative Services Director
Assistant Budget Director
Assistant Water Division Director
Auditing Manager
City Engineer
Customer Service Manager
Deputy Director of Parks & Recreation
Director of Classification & Compensation
Director of Cultural Affairs
Employee Benefits Manager
Operations Director
Police Policy & Communications Director
Policy Analyst
Principal Analyst
Procurement Manager
Revenue Manager
Tax Manager

Level 7

\$73,789 \$118,799

Assistant City Solicitor
Deputy Chief of Fire
Deputy Commissioner of Licenses & Inspections
Deputy Director of Economic Development
Director of Employment Services
Director of Integrated Technologies
Director of Transportation
Emergency Management Director
Planning Manager
Special Assistant to the Mayor for Employment Initiatives
Water Division Director

Level 8

\$79,534 \$127,939

Budget Director
City Auditor
Deputy Commissioner of Public Works
Deputy Director of Human Resources
Deputy Finance Director
Director of Parks & Recreation
Director of Planning and Development
Director of Real Estate & Housing
Senior Assistant City Solicitor

	Salary Range <u>07/01/19 - 06/30/20</u>	
<u>Level 9</u>	\$85,765	\$138,081
Chief of Fire		
Chief of Police*		
Commissioner of Licenses & Inspections		
Commissioner of Public Works		
Deputy City Solicitor		
Director of Economic Development		
Director of Human Resources		
<u>Level 10</u>	\$92,363	\$148,704
City Solicitor		
Deputy Chief of Staff for Fiscal and Management Operations		
Deputy Chief of Staff for Policy and Communications		
Director of Finance		
<u>Level 11</u>	\$99,696	\$160,512
Chief of Staff		

*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

City of Wilmington Salary Review Matrix FY '20

	First Third	Middle Third	Top Third
Far Above Expectations	7%	7%	7%
Above Expectations	6%	6%	6%
Meets Expectations	4%	4%	4%
Below Expectations	1%	1%	1%
Far Below Expectations	0%	0%	0%

DECLARED RATES

Department Heads

FY 2020

Title	Salary
Mayor	\$143,136
Chief of Staff	\$141,000
City Treasurer	\$140,006
City Solicitor	\$140,483
Commissioner of Public Works	\$136,572
Chief of Police*	\$190,806
Director of Finance	\$152,874
Director of Human Resources	\$134,932
Chief of Fire	\$134,501
Director of Economic Development	\$133,992
Commissioner of Licenses and Inspections	\$134,394
City Auditor	\$131,526
Director of Parks and Recreation	\$126,600
Director of Planning and Development	\$126,600
Director of Real Estate and Housing	\$126,600

The Declared Rate Listing states the maximum salary for each position for each fiscal year. The actual salaries may be less than the declared rates.

*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

Revised: 03/25/19

City of Wilmington
Fiscal Year 2020
Executive and Managerial Pay Plan

	First Third	Second Third	Top Third
Level 1	\$41,098 - \$46,441	\$46,442 - \$57,125	\$57,126 - \$62,468
Level 2	\$45,429 - \$51,562	\$51,563 - \$63,826	\$63,827 - \$69,960
Level 3	\$50,078 - \$57,089	\$57,090 - \$71,111	\$71,112 - \$78,123
Level 4	\$55,422 - \$63,458	\$63,459 - \$79,529	\$79,530 - \$87,566
Level 5	\$61,313 - \$70,451	\$70,452 - \$88,725	\$88,726 - \$97,863
Level 6	\$68,388 - \$78,646	\$78,645 - \$99,160	\$99,161 - \$109,419
Level 7	\$73,789 - \$85,042	\$85,043 - \$107,546	\$107,547 - \$118,799
Level 8	\$79,534 - \$91,635	\$91,636 - \$115,837	\$115,838 - \$127,939
Level 9	\$85,765 - \$98,844	\$98,845 - \$125,001	\$125,002 - \$138,081
Level 10	\$92,363 - \$106,448	\$106,449 - \$134,618	\$134,619 - \$148,704
Level 11	\$99,696 - \$114,900	\$114,901 - \$145,307	\$145,308 - \$160,512

ATTACHMENT C

Non-Union Pay Scale
07/01/19 - 06/30/20
2%

	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
A	\$25,004.62	\$26,255.48	\$27,569.58	\$28,121.48	\$28,685.10	\$29,260.03	\$29,847.24
B	\$26,275.88	\$28,144.91	\$30,143.93	\$31,055.57	\$31,678.01	\$32,312.93	\$32,960.56
C	\$27,611.78	\$29,283.01	\$30,901.64	\$31,520.99	\$32,152.75	\$32,961.17	\$33,958.01
D	\$29,015.60	\$30,467.11	\$31,991.25	\$32,632.44	\$33,286.49	\$34,123.40	\$35,155.39
E	\$30,490.79	\$32,016.11	\$33,617.72	\$34,291.51	\$34,978.80	\$35,858.27	\$36,942.74
F	\$32,040.98	\$33,643.85	\$35,326.89	\$36,034.95	\$36,757.18	\$37,493.88	\$38,724.38
G	\$33,333.28	\$34,825.80	\$36,385.13	\$37,114.38	\$37,858.25	\$38,810.11	\$39,983.86
H	\$35,378.27	\$37,519.57	\$39,790.47	\$40,587.97	\$41,815.48	\$43,080.11	\$44,382.98
I	\$37,548.72	\$39,427.11	\$41,813.47	\$42,651.51	\$43,506.37	\$44,378.34	\$45,267.81
J	\$39,457.74	\$41,431.64	\$43,504.28	\$44,709.03	\$45,605.12	\$46,519.16	\$47,451.54
K	\$41,878.47	\$43,973.45	\$46,173.25	\$47,098.68	\$48,042.66	\$49,005.56	\$49,987.76
L	\$43,567.54	\$45,747.03	\$48,035.54	\$48,998.31	\$49,980.36	\$51,364.47	\$52,393.94
M	\$45,782.57	\$48,072.88	\$50,477.74	\$51,746.90	\$52,784.04	\$54,245.78	\$55,748.01
N	\$48,086.17	\$50,491.70	\$53,017.56	\$54,080.19	\$55,164.09	\$56,832.42	\$58,551.21
O	\$50,278.27	\$53,189.42	\$56,408.74	\$57,539.33	\$58,692.56	\$59,868.92	\$61,068.86
P	\$52,438.23	\$55,336.79	\$58,540.82	\$59,714.14	\$60,910.95	\$62,131.77	\$63,377.06
Q	\$54,966.49	\$57,716.21	\$60,603.49	\$61,818.15	\$63,372.44	\$64,642.59	\$65,938.20
R	\$57,616.66	\$60,498.95	\$63,525.45	\$64,798.66	\$66,097.41	\$67,422.18	\$68,773.48
S	\$60,243.23	\$63,256.93	\$66,421.38	\$67,752.65	\$69,110.59	\$70,495.75	\$71,908.67
T	\$65,996.59	\$71,030.55	\$76,448.48	\$77,980.71	\$79,543.65	\$81,137.91	\$82,764.14

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT
BETWEEN THE CITY OF WILMINGTON AND AXON ENTERPRISE, INC.
FOR BODY CAMERAS AND RELATED SERVICES**

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the

City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City desires to enter into a Master Services and Purchasing

Agreement (the "Agreement") with Axon Enterprise, Inc. ("Axon") to purchase body cameras and related services for the implementation of a body camera program for the Police Department, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the term of the Agreement is for a period of five (5) years commencing

upon execution of the Agreement, at an estimated total price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00); and

WHEREAS, it is the recommendation of the Police Department that the City enter

into the Agreement with Axon for a period of five (5) years.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON

HEREBY ORDAINS:

SECTION 1. The Master Services and Purchasing Agreement between the City of

Wilmington and Axon Enterprise, Inc., a copy of which Agreement, in substantial form, is attached hereto as Exhibit "A," for the period of five (5) years, at an estimated total price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00) is hereby approved, and the Mayor or his designee is hereby authorized and

#4711

Sponsor:

**Council
Member
Congo**

Co-Sponsors:

**Council
President
Shabazz**

**Council
Members
Turner
Freel**

directed to execute as many copies of the Agreement, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... October 17, 2019
Second Reading..... October 17, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of Master Services and Purchasing Agreement (the “Agreement”) with Axon Enterprise, Inc. (“Axon”) to purchase body cameras and related services for the implementation of a body camera program for the Police Department. The Agreement is for a period of five (5) years commencing on the date of its execution at a total estimated price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00).

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of five (5) years commencing on the date of its execution at a total estimated price of One Million, Nine Hundred Fifty-Four Thousand, Eight Hundred Thirty-Six Dollars (\$1,954,836.00).

EXHIBIT A



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the City of Wilmington, Delaware ("**Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues for 5 years ("**Term**"). New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for reasonable collection and attorneys' fees. Axon shall provide Agency with 10 days' notice prior to sending a past due account to collections.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate. Axon shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents, and employees as required by the City of Wilmington wage tax law.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its

Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("Spare Devices"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the Manufacturer's Suggested Retail Price (MSRP) then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the total purchase price paid to Axon by the Agency under this Agreement for all Axon Devices and Services. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Records, Axon CAD, Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in



Master Services and Purchasing Agreement

the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

- 9 **Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. The General Liability insurance shall cover personal injury, including death, and property damage in the minimum amount of one million dollars (\$1,000,000.00). The Workers' Compensation insurance shall be in the amount required by law. The General Liability and Automobile Liability insurance shall name Agency as an additional insured. The insurance policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of Agency. Axon shall supply Agency with certificates of insurance evidencing the aforementioned coverage.
- 12 **Indemnification.** Axon will defend, indemnify, and hold harmless Agency and its officers, directors, agents, and employees ("**Agency Indemnitees**") from and against any and all claims, demands, damages, actions, liabilities, losses, and reasonable expenses (including reasonable attorneys' fees) arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon, its officers, directors, agents, employees, or subcontractors, under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 14 **IP Indemnification.** Axon will defend, indemnify, and hold harmless Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16 **Termination.**
- 16.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

16.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

17 Confidentiality. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18 General.

18.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

18.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

18.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent but with prior notice to Agency: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties' respective successors and assigns.



Master Services and Purchasing Agreement

- 18.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective upon delivery. Contact information for notices:
- | | |
|-----------------------------|--------------------------------------|
| Axon: Axon Enterprise, Inc. | Agency: City of Wilmington, Delaware |
| Attn: Legal | Attn: Inspector Cecilia Ashe |
| 17800 N. 85th Street | 300 North Walnut Street |
| Scottsdale, Arizona 85255 | Wilmington, Delaware 19801 |
| legal@axon.com | cecilia.ashe@cj.state.de.us |
- 18.12 Business License.** If required by applicable law, Axon shall obtain and/or maintain an appropriate business license from the Agency's Department of Finance.
- 18.13 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

City of Wilmington, Delaware

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1 Definitions.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 Subscription Term. For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**"). Start dates for Axon Records and Axon Dispatch will be addressed through an SOW.

3 Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

4 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services



Master Services and Purchasing Agreement

violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency as much notice as reasonably possible, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 8 **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.



Master Services and Purchasing Agreement

- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud



Master Services and Purchasing Agreement

Services Restrictions.

Professional Services Appendix

- 1 Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

System set up and configuration

- Setup Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an



Master Services and Purchasing Agreement

equitable adjustment in the charges or schedule.

- 4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 7 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 10 business days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 10 business days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 8 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause, except for any loss, damage, or corruption caused by Axon's gross negligence or willful misconduct or the gross negligence or willful misconduct of Axon's officers, directors, agents, employees, or subcontractors.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.
- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").
- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only



Master Services and Purchasing Agreement

include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

- 8 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10 **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
 - 11.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

Wilmington, Delaware
November 21, 2019

#

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE

Sponsor:

CITY OF WILMINGTON that the Collective Bargaining Agreement between the

**Council
Member
Freel**

CITY OF WILMINGTON and the AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), A.F.L.-C.I.O., LOCAL
1102 AND THE DELAWARE PUBLIC EMPLOYEES, COUNCIL 81 for the term of
July 1, 2018 through June 30, 2022, a copy of which is attached hereto as Exhibit A and
made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby
authorized to execute as many copies of said Agreement as may be necessary.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution approves the Collective Bargaining Agreement between the City of Wilmington and the American Federation of State, County, and Municipal Employees (AFSCME), A.F.L.-C.I.O., Local 1102 and the Delaware Public Employees, Council 81 for the term of July 1, 2018 through June 30, 2022.

W0108140

EXHIBIT A



CONTRACT BETWEEN

UNION LOCAL 1102

AND

**CITY OF WILMINGTON,
DELAWARE**

JULY 1, 2018 – JUNE 30, 2022

TABLE OF CONTENTS

	PAGE
ARTICLE I PURPOSE.....	1
ARTICLE II UNION RECOGNITION AND UNION SECURITY AND DEDUCTION OF UNION DUES.....	1
ARTICLE III UNION STEWARDS AND UNION REPRESENTATION.....	2
ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE.....	3
ARTICLE V NON-DISCRIMINATION	8
ARTICLE VI SENIORITY	8
ARTICLE VII HOLIDAYS WITH PAY	12
ARTICLE VIII VACATIONS.....	15
ARTICLE IX COMBINED LEAVE (SICK LEAVE AND FAMILY LEAVE).....	17
ARTICLE X WORKER'S COMPENSATION.....	20
ARTICLE XI MILITARY TRAINING LEAVE AND MILITARY SERVICE.....	20
ARTICLE XII LEAVES OF ABSENCE	21
ARTICLE XIII JURY DUTY: SUBPOENA AS A WITNESS	22
ARTICLE XIV SAFETY AND HEALTH.....	22
ARTICLE XV UNEMPLOYMENT COMPENSATION COVERAGE	23

ARTICLE XVI HEALTH AND WELFARE	23
ARTICLE XVII BULLETIN BOARDS	26
ARTICLE XVIII VISITATION	26
ARTICLE XIX WORKING CONDITIONS.....	26
ARTICLE XX WORK RULES AND REGULATIONS	30
ARTICLE XXI HOURS OF WORK PREMIUM RATES	30
ARTICLE XXII ALTERATION OF AGREEMENT	33
ARTICLE XXIII TERMINATION, CHANGE, OR AMENDMENT	33
ARTICLE XXIV NO STRIKE	34
ARTICLE XXV EMPLOYEE PERFORMANCE EVALUATION	34
ARTICLE XXVI CLASSIFICATION AND SALARIES	34
ARTICLE XXVII DRUG AND ALCOHOL POLICY	35
ARTICLE XXVIII MUNICIPAL PENSION	35
EXHIBIT A.....	38
EXHIBIT B.....	39
EXHIBIT C	40
EXHIBIT D-1	41

EXHIBIT D-2	42
EXHIBIT E	43
EXHIBIT F	46
EXHIBIT G.....	51

AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____ A.D. 20____, by and between **THE CITY OF WILMINGTON**, a municipal corporation of the State of Delaware, (hereinafter referred to as the "Employer" or "City") and **THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), A.F.L.-C.I.O., LOCAL 1102 AND THE DELAWARE PUBLIC EMPLOYEES, COUNCIL 81**, (hereinafter referred to as the "Union").

ARTICLE I PURPOSE

1.1. It is the purpose of the Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the Employees covered hereby, to ensure true collective bargaining and to establish proper standards of wages, hours, working conditions and other conditions of employment. The City and the Union pledge their cooperation to work together in the public interest.

ARTICLE II UNION RECOGNITION AND UNION SECURITY AND DEDUCTION OF UNION DUES

2.1. Union Recognition.

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent of the Employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) The term "Employee" as used herein shall include all hourly rated and salaried Employees made part of this bargaining unit by virtue of the certification procedure utilized by the PERB, Case Nos. 36, 36(a), 36(b), 36(c), 36(d), 43, 43(a), 43(b), 43(c), 43(d), 43(e), 43(f), 43(g), 43(h), 51, 51(b), 51(c), 51(d), 51(e), 51(g), 51(I), 51(j), 51(k), and 51(l). Excluded from this certification are part-time Employees, seasonal Employees, and temporary help as defined in Chapter 40 of the Wilmington City Code, as amended, at the date of this Agreement.

(c) The Union agrees that it has the duty to fully and fairly represent all members of the bargaining unit.

(d) It is not the desire or the intention of the City to erode the bargaining unit by changing the title of a job represented by the Union and thereby attempting to defeat the certification obtained by the Union.

2.2. Union Security.

(a) All Employees in the collective bargaining unit for more than ninety (90) days who are not, who do not become, or do not remain members of the Union shall, as a condition of employment during any such period of non-membership, pay to the Union a service fee in an amount designated by the Union.

The City agrees to cooperate with the Union by notifying the Union treasurer of the completion of the probationary period of any new or promoted Employee who will become eligible to join the Local.

(b) The Union agrees that an Employee's payment of dues or service fees shall constitute his/her membership insofar as this Agreement is concerned. Any other reason advanced by the Union terminating the Union membership of any member of this bargaining unit shall not be considered cause for dismissal by the Employer.

2.3. Deduction of Union Dues.

The Employer agrees to the adoption of a Union check-off system, whereby Union dues or service fees, as established by the Union, will be withheld from the Union member's pay monthly. Such withholdings for Union dues or service fees are to be transmitted to the duly elected treasurer of the Union for the previous month's earnings not later than the 20th day of each month. The Union will notify the Employer thirty (30) days prior to any change in such dues or service fees.

2.4. Union Indemnification.

The Union shall indemnify and hold the City harmless against any and all claims, demands or suits that may arise out of or result from any conduct taken or not taken by the City for the purpose of complying with this Article.

ARTICLE III UNION STEWARDS AND UNION REPRESENTATION

3.1. The Employer recognizes and shall deal with all of the accredited Union Stewards and the Union President in all matters relating to grievances and interpretation of this Agreement.

3.2. A written list of the Union Stewards (such lists to outline the areas to be represented by stewards) shall be furnished to the Employer on January 1 and June 1 of each year, and the Union shall notify the Employer promptly of any changes of such Union Stewards. A list of the areas represented by these stewards can be found in Exhibit "G" of this contract.

3.3. The Union President, Vice President, and accredited Union Stewards shall be granted reasonable time off during working hours to conduct union-related business, upon

request to their Division Head and/or Department Head without loss of pay, provided, however, permission may be withheld because of operating requirement.

3.4. In the event an Area Steward is not available to handle any grievance that may arise due to being absent from work, an alternate may be appointed by the President of the Local to serve until the return of the Area Steward. The President of such Local shall notify the Human Resources Director in writing of such alternate appointments and the terms thereof.

3.5. A Labor Management Meeting will normally be held during the second week of each month, the exact date to be confirmed with the Human Resources Director. The City's Representatives will include at least the Human Resources Director or designee. The Union Committee shall be composed of a maximum of four members of the Union who will be designated by the Union within thirty (30) days after the signing of the Contract, plus a representative from Council 81. The meetings shall not exceed one hour per month unless extended by mutual Agreement. A written agenda about topics to be discussed may be submitted by the Union or the Employer seven (7) days prior to such meeting. Items may be added by mutual consent. If no agenda is submitted by either party, no meeting need be scheduled. These meetings are not intended to bypass the grievance procedure nor to be considered contract negotiations but are intended as a means of fostering good employment relations through communications between the parties.

ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE

4.1. Any grievance or misunderstanding which may arise between the parties concerning the application or interpretation of this Agreement shall be acted upon in the manner described below. Items which are not part of this Agreement shall not be subject to grievance procedures. Time limits at each level of the grievance procedure may be extended by mutual consent. Any grievance, regardless of the initiating step, must be filed within fifteen (15) calendar days of the grievance or the knowledge of its occurrence.

4.2. Step One.

The Union Steward and the Chairperson of the Grievance Committee, with the aggrieved Employee, shall discuss the grievance or dispute with the Division Head within fifteen (15) calendar days of the grievance or knowledge of its occurrence. The Division Head shall attempt to adjust the matter and shall respond to the Union Steward within seven (7) calendar days. Where the Division Head and the Department Head are one and the same, the grievance procedure shall start at Step Two.

4.3. Step Two.

If, after a thorough discussion with the Division Head, the grievance has not been satisfactorily resolved and is appealed from Step 1 (or is heard at this step for the first time), a meeting shall be held with the aggrieved Employee, the Union Steward, the President of the Local Union and the Chairperson of the Grievance Committee, and the Department Head. This

meeting should take place within ten (10) calendar days after the Division Head's response is due. The Department Head shall respond in writing within ten (10) calendar days.

4.4. Step Three.

If, after a thorough discussion with the Department Head, the grievance has not been satisfactorily resolved, the Union Steward, the aggrieved Employee, the President of the Local Union, Chairperson of the Grievance Committee, and the Union Representative shall, after a written appeal, discuss the grievance with the Human Resources Director or Designee as well as any persons deemed pertinent to the Grievance within ten (10) calendar days after the Department Head's response is due. The Human Resources Director or designee shall respond in writing within ten (10) calendar days after the meeting.

4.5. Step Four.

If, after receipt of the decision of the Human Resources Director or designee, the grievance has not been satisfactorily resolved, the Union or the Employer may request arbitration by registered or certified mail to the Human Resources Director or to the President of the Local Union no later than twenty (20) calendar days after the rendering of such decision.

4.6. (a) During the next twenty (20) calendar days mentioned in 4.5 or a longer period, if mutually agreed upon extension is arrived at, the representative from the City Solicitor's Office or designee, the Human Resources Director or designee, the Director of Council 81 or designee, and the Union President and Chairperson of the Grievance Committee shall meet and attempt to resolve the grievance.

(b) The City Solicitor's Office must render an opinion and respond to the Union with same within fifteen (15) calendar days after meeting to attempt to resolve the grievance.

(c) Upon mutual agreement, the parties may submit a grievance to federal mediation through Federal Mediation and Conciliation Service. During the pendency of mediation, the time frame to file for arbitration shall be suspended.

4.7. If, after receipt of the answer from the City Solicitor's Office, the Union still wishes to go on to arbitration, they must, within thirty (30) working days from receipt of the City Solicitor's answer, notify the American Arbitration Association in writing, with a copy to the City of their intention to appeal the matter to arbitration. If the grievance has been initiated by the City, then they shall have thirty (30) working days from the date of the meeting of the Union and the City Solicitor's Office or thirty (30) working days from the date when the Union gives its final answer to appeal the matter in writing to the American Arbitration Association.

4.8. Except by mutual Agreement between the Employer and the Union, no more than two (2) grievances may be heard by the same arbitrator at the same time and both cases must be of the same type, i.e., contract interpretation or discipline, but not both. The Association will provide separate lists, for each grievance or group of grievances, of at least nine (9) arbitrators' names and for such supplemental lists as are provided by the rules of the

Association. The parties may at any time mutually agree upon an arbitrator who is either on the list(s) or from any other source.

4.9. At the arbitration hearing, the grievant shall be accompanied by such representatives as the grievant and/or the Union shall elect.

4.10. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. Such decisions shall be final and binding if made in accordance with the arbitrator's jurisdiction and authority under this Agreement and not prohibited by any ordinance or statutes.

4.11. **Powers.** The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted.

4.12. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of the Agreement. Issues involving increased costs which are matters of contract negotiations, such as the development and modification of a system-wide salary schedule, are not arbitrable.

4.13. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or amending, or adding to, or eliminating, or varying in any way, the terms of this Agreement, or of applicable law or rules and regulations having the force and effect of law. In no event shall the scope of the arbitration exceed the interpretation and application of this Agreement and will be limited to the specific subject matter jointly submitted.

In case of wrongful discharge or suspension, monies earned or received during the period of discharge or suspension shall be deducted from the arbitrator's award.

4.14. The arbitrator shall be without power to make decisions limiting or interfering with the powers, duties, and responsibilities of the City of Wilmington under its Charter, applicable law and rules and regulations having the force and effect of law.

4.15. Obligations of Both Parties with Respect to Arbitration.

(a) The costs of the service of the arbitrator will be shared equally by both parties.

(b) Both parties agree to apply the decision of the arbitrator to all substantially similar situations arising thereafter and to eliminate the filing of grievances where possible by the application of precedents.

4.16. **Systemwide Grievances Special Rights of Both Parties.** The Union and the Employer have a right to initiate system-wide grievances at level three within the fifteen (15) calendar day time period as set forth in Section 4.1 of this Article without necessarily representing a single grievant. If the grievance cannot be resolved at the third step it shall be appealed to arbitration in accordance with the arbitration procedure provided in the above section.

4.17. Employees whose presence is pertinent to grievance proceedings shall attend hearings or conferences without loss of pay. Attendance at hearings shall be cleared with the Division Supervisor who shall not unreasonably deny the Employee's right to attend.

4.18. Disciplinary Actions.

(a) **Cause and Extent.** Disciplinary measures may be taken for any good sufficient cause. The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the Employee may also be considered pertinent. Discipline shall be imposed within fifteen (15) calendar days of the Employer's knowledge of the infraction unless the Employee is on a leave under review or investigation for the alleged infraction.

(b) **Kinds of Actions.** The disciplinary actions that may be taken are dismissal, demotion without consent, suspension without pay, reduction in step within range, warning, or any appropriate combination of these.

(1) Dismissal means the discharge of an Employee from the City service on the initiation of the appointing authority. Such termination of employment shall be permanent except as provided below.

(2) Demotion without consent as a disciplinary action may be a reduction in classification grade to a lower classification or a reduction to a lower step within a classification. The Employee's salary shall be reduced to the salary for the classification and step to which he is demoted. The Employee will then have established a new anniversary date.

(3) Suspension without pay shall be a temporary separation from City service for such length of time as the appointing authority may consider appropriate, provided that such suspension does not exceed a period of thirty (30) calendar days.

(4) Reduction in step within range as a disciplinary measure is the withdrawal of increments granted for satisfactory performance, efficiency and length of service. The maximum reduction in pay that may be given for any one (1) disciplinary action shall be two (2) steps within the range for that class. Reduction in pay shall become effective on the first of the month following the effective date of the disciplinary action. Reduction may be made on a permanent or temporary basis.

(5) Warning as a disciplinary action means an official notification to the Employee that there is cause for dissatisfaction with his/her services and that further disciplinary measures may be taken if said cause is not corrected. Official warning shall be given in the manner and on forms prescribed by the Human Resources Director. Warning notices shall be made a part of the Employee's official personnel record.

(c) **Effective Date.** A disciplinary action shall be effective as of the time designated by the person or persons authorizing the action, provided that no disciplinary action may be given an effective date which is prior to the date such action is taken.

(d) **Notice to Employees.** Written notice shall be made to any permanent Employee at the time when any disciplinary action is made effective, provided that in emergency situations or other instances when simultaneous notification is not practicable, notification may be given the following working day.

Said notice shall whenever possible be made on forms prescribed by the Human Resources Director, and copies shall be submitted to the Human Resources Director and Union for the record as required. If the form prescribed by the Human Resources Director is not used, the notice shall state that it constitutes a disciplinary action.

(e) **Pre-Termination Hearing.** No Employee shall be dismissed without prior written notice to the Employee and the Union Representative and a hearing before the department head. The Union Representative may be present at said hearing. The Employee may be suspended without pay in the Department Head's discretion pending said hearing. The Department Head shall render a decision within twenty (20) calendar days following the hearing. Any Employee who has been disciplined following such a hearing shall be entitled to invoke the grievance procedure provided for in this Agreement beginning with Step 3 regardless of kind of disciplinary action taken. An Employee may waive his or her right to pre-termination notice and hearing by signing a waiver form provided by the City Solicitor. Waiver of said rights shall not operate or be construed as restricting or affecting in any way the rights of the Employer with regard to investigating a disciplinary matter.

(f) **Grievance Procedure.** Except as provided in subsection (e), any Employee who has been suspended, demoted, or reduced in step within his/her range, shall be entitled to invoke the grievance procedure provided for in this Agreement beginning with Step Two.

(g) **Standard of Review on Appeal.** The Human Resources Director in Step 3 of the Grievance Procedure and the Arbitrator in Step 4 of the Grievance Procedure may modify or reject a disciplinary action only on the following basis:

(1) There is not substantial evidence to support the need for disciplinary action.

(2) A substantive violation or omission of procedure for disciplinary action was made.

(3) The action taken resulted from political, religious or racial bias or prejudice, or bias or prejudice against age or sex, or because of membership in the Union.

(4) The action taken was unreasonable, capricious or arbitrary in view of the offense, the circumstances surrounding the offense and the past record of the Employee.

(h) **Back Pay.** Reimbursement for loss of pay due to a disciplinary action which is subsequently revoked or modified shall be made to an Employee. Said reimbursement shall not exceed the compensation the Employee would have earned between the

date of initial action and the date of final decision and may be less than said sum if a dismissal is reduced to a suspension. This reimbursement must be paid by the next regular pay day after it is brought to the Employer's attention or else a special check will be processed.

(i) **Prior Disciplinary Action Slips.** In administering discipline, the Employer shall give effect to prior disciplinary action slips only if they have been issued within the eighteen (18) month period immediately preceding the occurrence of the action for which discipline is sought, provided however, that in any situation in which a disciplinary action slip has been issued for the same misconduct, all prior disciplinary action slips may be considered which are for the same misconduct and for which the Employee has had a similar citation within eighteen (18) calendar months.

(j) Last Chance Agreements (LCAs) shall remain in effect no longer than three (3) years, unless the LCA involved a positive drug or alcohol test. A LCA involving a positive drug or alcohol test may remain in effect for the duration of the employee's employment with the City. Nothing shall require the Employer to agree to a LCA.

(k) A verbal written counseling/warning in an employee's record shall not be used to prevent advancement and/or any promotional opportunities.

ARTICLE V NON-DISCRIMINATION

5.1. The Employer will not interfere with or discriminate in respect to any term or condition of employment against any Employee covered by this Agreement because of membership in the Union, or legitimate activity as required in this Agreement on behalf of the members of this bargaining unit, nor will the Employer encourage membership in another Union.

5.2. The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint, or coercion.

5.3. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE VI SENIORITY

6.1. The term "Bargaining Unit Seniority" as used in this contract shall mean the length of continuous service with the City in this bargaining unit.

6.2. The term "Departmental Seniority" as used in this contract, shall mean the length of continuous service of an Employee in a specified department. An Employee's

departmental seniority begins on the date he is awarded the job in the department and continues only so long as the Employee remains continuously in the same department.

6.3. The term "City-Wide Seniority" as used in this contract shall mean the length of continuous service with the City.

6.4. There will be three (3) seniority lists and these lists will be kept current through additions and deletions as they occur:

- (1) Bargaining Unit Seniority List;
- (2) Department Seniority List.
- (3) City-Wide Seniority List.

6.5. The term "qualification(s)," as used in this Agreement shall mean demonstrated relative ability to meet the standards specified in the official position description as approved and amended by City Council in accordance with the following sections of Chapter 40 of the Personnel Code: Section 40-113 (Exhibit "A"), Section 40-131 (Exhibit "B"), and Section 40-133 (Exhibit "C").

6.6. The City shall make the initial decision regarding Employees' qualifications, and the Employees shall be assigned and work accordingly. If the Union disagrees with the City's judgment with respect to an Employee's qualifications, the matter shall be subject to the regular grievance procedure including arbitration.

6.7. In all cases of promotion, demotion, increase or decrease of working forces, qualifications, as defined in Section 6.5 shall be the determining factors; however, when qualifications as defined in Section 6.5 are relatively equal, city-wide seniority shall govern.

6.8. In all cases of departmental promotion, demotion, increase or decrease of working forces, qualification, as defined in Section 6.5 shall be the determining factors; however, when qualifications as defined in Section 6.5 are relatively equal, department seniority shall govern.

6.9. (a) All new Employees (other than those assigned to the Radio Room) shall be placed on the seniority list as of the first day of employment. Upon the completion of ninety (90) days' employment and during such ninety (90) days of employment or any extended probationary period, Employees may be discharged by the Employer without the Employee having recourse to the grievance procedure. Upon the satisfactory completion of ninety (90) days, the Employee shall be considered a permanent Employee and seniority shall date back from the original date of employment. The probationary period for any Employee may be extended for a period not to exceed an additional ninety (90) days by mutual Agreement with the Union.

(b) All new Radio Room Employees shall be placed on the seniority list as of the first day of employment. Upon the completion of ninety (90) days of employment in the Radio Room and during such ninety (90) day period of employment or any extended

probationary period, Employees may be discharged by the Employer without the Employee having recourse to the grievance procedure. Upon the satisfactory completion of the probationary period, the Employee shall be considered a regular Employee and seniority shall date back from the original date of employment. The probationary period for any Employee may be extended by the Employer for successive ninety (90) days not to exceed one year. Employees who have completed ninety (90) days may apply for other City positions.

(c) Any Employee promoted to a new position must satisfactorily complete a 90-day probationary period. If it is determined by the City that the probationary period has not been satisfactorily completed, then the Employee will revert back to his/her previous position or one of comparable pay and responsibility within the classification group. If the previous position has already been filled, then that individual will return to his/her previous position.

(d) The successful candidate (internal or external) awarded the position may be paid at a starting salary of up to Step 4 (of a 7 step plan) of the salary range established for that position.

6.10. An Employee shall lose his/her seniority standing upon voluntary resignation from employment or discharge for just cause. An Employee's seniority shall not be terminated because of authorized leave of absence or layoffs unless it continues for a period of more than two (2) years. An Employee who resigns in good standing and is reinstated within one (1) year shall have credited to his/her record all seniority rights that had accrued at the time of his/her separation.

6.11. Reduction in Forces.

(a) Upon a reduction in forces in any department, a more junior Employee may be retained if there are no qualified Employees in the City with greater seniority that can perform all the duties of the position within twenty (20) working days.

(b) An Employee whose position has been eliminated may first follow the normal bidding procedure and bid on any vacant, authorized, and approved position for which his/her City seniority and qualifications will permit him/her to occupy.

(c) If no position is vacant, then the Employee shall exercise City seniority and bump the junior Employee in the City, regardless of department or division, who holds a pay grade that is equal to the Employee's current pay grade, provided the bumping Employee has the necessary qualifications to perform all the duties of the junior Employee's job within thirty (30) working days. If no position in an equal pay grade exists, then the Employee shall bump into a position that is lower than his/her current pay grade beginning with the next lowest pay grade.

(d) Employees who successfully bump into positions in another department shall be credited with the seniority they had accrued while in the department from which they were laid off or bumped.

(e) Employees shall be recalled according to City-wide seniority for vacancies existing anywhere within the bargaining unit with the most senior Employee laid off and qualified to fill the vacancy recalled first. Laid off Employees shall include those individuals who bumped into positions of a lower pay grade as well as those individuals whose employment was terminated due to the lay off. A laid off Employee will remain on the recall list for a period of two (2) years but will be removed if the individual declines two (2) offers of permanent employment.

(f) No Local 1102 Employee will be laid off while any temporary, seasonal or part-time Employee is employed to perform work which could be performed by bargaining unit Employees.

(g) In the event of a layoff, the affected Employee(s) and the Union shall be given at least thirty (30) days advance notice. The City and the Union shall meet during this period to explore alternatives to the proposed layoff.

6.12. (a) Working out of class opportunities shall be divided and rotated as equally as possible among qualified individuals within the division according to departmental seniority. If the more senior qualified employee(s) declines the opportunity, then the offer shall be extended to the next senior qualified employee and so on.

(b) The Employer may make temporary transfers of Employees to positions other than those they normally performed in order to meet the requirements of the operation of the Employer.

(c) Any Employee temporarily transferred to a position in a class with a higher salary range shall be paid the lowest step in the higher salary range, which exceeds his/her present rate of pay. Any Employee temporarily transferred to another position in the same class or to another position in a class having the same pay range shall be paid at the same step in the range as he previously received. An Employee who is temporarily transferred to another position in a lower class having a lower pay range shall be paid at the rate of the position from which he was transferred. Salary anniversary dates shall not change when Employees have been temporarily transferred.

(d) Temporary transfers shall be for a period no longer than sixty (60) work days, unless mutually agreed by the parties.

(e) Any position that requires more than sixty (60) work days of temporary transfers shall be considered an open position and be posted.

(f) The provisions of paragraphs (d) and (e) above shall not apply to those positions which are known in advance to be for a duration of more than sixty (60) days but will be less than permanent. In such cases, the job shall be posted as a "limited-term" job and will be filled according to the provisions of Section 6.13. Section 6.12 will not apply to these limited-term jobs.

When such limited-term job is completed, all affected Employees shall be returned to the positions they held immediately prior to the institution of the limited-term job if

these jobs still exist. If the positions do not exist, they shall have the right to exercise such rights as they may have under Section 6.11.

In the event that the Employer determines that such job will not cease but will become a permanent position, the job will be reposted and filled according to the provisions of Section 6.13.

6.13. When a vacancy exists and the Employer desires it to be filled or if a new position is created, the position shall be posted on the bulletin boards for not less than ten (10) days. The Human Resources Department shall compile a list of all individuals who meet the qualifications as defined in Section 6.5, in accordance with Chapter 40-131 and 40-133 of the Personnel Code (Exhibits "B" and "C"). The City may use an existing certification in lieu of posting the vacancy provided that the existing list is not older than four (4) months, with notice to the Union.

6.14. The permanent filling of any vacancy is subject to reopening for consideration to those Employees who were at the time of posting on combined leave, military training leave, or on vacation for less than fifteen (15) working days. Said Employees shall make application for position within three (3) working days after returning to work.

6.15. The agreed to seniority lists shall be brought up to date on July 1 and January 1 each year and posted on Employees' bulletin boards; such list shall contain dates of hire and classifications. A copy of seniority lists shall be sent by mail to the Secretary and President of the Union.

ARTICLE VII HOLIDAYS WITH PAY

7.1. The following and such other days as the Mayor may designate shall be holidays with pay:

- New Year's Day*;
- The third Monday in January, known as Martin Luther King's Birthday;
- The third Monday in February, known as President's Day;
- Good Friday*;
- The last Monday in May, known as Memorial Day;
- The fourth of July, known as Independence Day;
- The first Monday in September, known as Labor Day;
- The fourth Monday in October, known as Veterans Day;
- Thanksgiving Day;
- The Friday after Thanksgiving Day;
- Election Day (in even numbered years);
- Christmas Day.

*Shift workers will celebrate these holidays on New Year's Day and Easter Sunday, respectively.

7.2. Employees whose regularly scheduled day off falls on a holiday listed in Section 7.1 shall be entitled to the eight (8) hours straight time holiday pay.

7.3. Any Employee who is required to work on any of the holidays listed under Section 7.1 of this Article shall be compensated at double time rate for time worked on the holiday plus the eight (8) hours straight time holiday pay.

7.4. If any of the legal holidays under Article VII, 7.1 fall on Sunday, the Monday following shall be the legal holiday. If any of the legal holidays under Article VII, 7.1 fall on Saturday, the Friday preceding shall be the legal holiday. Effective January 1, 2020, this provision shall not apply to shift workers.

7.5. If any of the legal holidays under Article VII, 7.1 fall within a scheduled vacation period, the employee shall receive holiday pay and the holiday shall not be counted as vacation time.

7.6. Employees covered by the terms of this Agreement who are not required to work on any of the above normal holidays shall not be eligible for holiday pay if they have been absent from work on the last scheduled workday before the holiday, the holiday (if scheduled to work the holiday), or the next scheduled workday following the holiday unless excused for one of the following reasons:

- (a) Medical absence, verified by a physician.
- (b) Attending court as a witness under a subpoena or as a juror.
- (c) Death in family as defined in this contract.

7.7. Employees with a diagnosed medical problem who have exhausted all sick leave and vacation time as per Section 9.10 and are granted a leave of absence without pay will be entitled to straight time pay for any holiday which falls within the first thirty (30) days of that leave. Employees on leave of absence without pay for any other reason shall not receive holiday pay

7.8. (a) Effective January 1, 2016 all Regular Employees currently employed with the City of Wilmington shall be entitled to two (2) floating days annually which will be credited on January 1.

(b) Employees hired on or after January 1 will receive the following number of floating days (which will be prorated) based on their hire date:

Hire Dates	# of floating days employees are entitled to during the remainder of the calendar year
January 1 – June 31	2 days
July 1 – September 30	1 day
October 1 – December 31	None

(c) These days must be used in the year accumulated and cannot be carried over into any subsequent year. Also, floating days cannot be donated to other employees.

(d) Floating days shall be granted in accordance with department operational needs and should be requested in advance following the same process used to request vacation time. The employee can only use the floating day as a whole day off. Under exigent circumstances, the City shall have the right to cancel or reschedule any approved floating days. Any approved floating day which is cancelled by a supervisor and/or departmental head shall immediately be restored to the employee. The usage of unplanned/unscheduled floating days is not permitted. Employees who request to use a floating day by October 15th and are not permitted by the City to use such a day by December 31st shall receive eight (8) hours of pay at the Employee's base rate.

(e) Floating day pay shall be at the employee's base rate of pay and cannot be paid in advance of the employee taking the scheduled day off or being paid prior to the accumulation of the floating day. If a holiday falls within the employee's scheduled usage of floating days, the employee shall receive holiday pay.

(f) Employees are not permitted to work when scheduled off for usage of a floating day. However, in the event that an employee is called in to work due to an emergency situation, the employee will be paid at straight time and the time for the floating day will be restored to the employee.

(g) An eligible employee who leaves employment with the City shall be paid for any unused floating days depending upon when the employee leaves the City:

January 1 – June 31	0 days
July 1 – September 30	1 day
October 1 – December 31	2 days

(h) Floating days can be used while an employee is on approved leave of absence. However, employees who are utilizing their available sick time while on leave must use a minimum of ten (10) sick days prior to utilizing floating days.

ARTICLE VIII VACATIONS

8.1. All paid vacations for Employees of the Employer shall be computed as follows:

(a) One (1) working day vacation per month during the first six (6) months of continuous employment; however, no vacation may be taken until the Employee has worked at least six (6) months.

(b) One (1) working day of vacation per month after the completion of the first six (6) months of continuous employment until the next January 1. Each January 1 thereafter, s/he will be credited with twelve (12) days of vacation for the calendar year, until the completion of five (5) years of continuous service (i.e., the day beginning the Employee's sixth year of employment), at which time the Employee will be credited with an additional three (3) days of vacation for a total of fifteen (15) days for the year.

(c) Each January 1 thereafter, s/he will be credited with fifteen (15) days of vacation for the calendar year, until the completion of nine (9) years of service (i.e., the day beginning the Employee's tenth year of employment), at which time the Employee will be credited with an additional five (5) days of vacation for a total of twenty (20) days for the year.

(d) Each January 1 thereafter, s/he will be credited with twenty (20) days of vacation for the calendar year, until the completion of twelve (12) years of service (i.e., the day beginning the Employee's thirteenth year of employment), at which time the Employee will be credited with an additional two (2) days of vacation for a total of twenty-two (22) days for the year.

(e) Each January 1 thereafter, s/he will be credited with twenty-two (22) days of vacation for the calendar year, until the completion of fifteen (15) years of service (i.e., the day beginning the Employee's sixteenth year of employment), at which time the Employee will be credited with an additional three (3) days of vacation for a total of twenty-five (25) days for the year.

(f) Vacation shall not be accumulated from year to year but must be taken in the calendar year applicable, except that a maximum of ten (10) days' vacation may be carried over into the following calendar year.

(g) The Employer will provide the vacation check in advance of scheduled vacation upon thirty (30) days' written notice from the Employee to their immediate supervisor on an approved form. An advance vacation check will be denied to anyone who has requested one and then canceled their vacation without a valid reason within six (6) months. Examples of valid reasons are: family or personal illness, death in the family, or requested by Employer to cancel or any other compelling reasons.

8.2. Vacation time shall be exhausted before the starting date of an eligible Employee going off on pension.

8.3. Vacation preference shall be determined on the basis of departmental seniority.

8.4. Pay for all vacations will be based on the rate of pay of the Employee at the time of vacation.

8.5. All paid vacation for Employees of the City shall be calculated as follows:

<u>Length of Service</u>	<u>Vacation Allowance</u>
Up to six (6) months continuous service	One (1) working day per month
Seven (7) months continuous service to the next January 1	One (1) working day per month
One (1) year to six (6) years continuous service	12 working days per year
Six (6) years to ten (10) years service	15 working days per year
10 years to 13 years service	20 working days per year
13 years to 16 years service	22 working days per year
16 years or more service	25 working days per year

In calculating the vacation entitlement of Assistant Sanitation Supervisor, however, each earned vacation day shall be the equivalent of ten (10) hours. If an Assistant Sanitation Supervisor takes one (1) day vacation, that individual will be charged ten (10) hours of vacation. If an Assistant Sanitation Supervisor takes one week of vacation, that individual will be charged 40 hours.

In calculating the vacation entitlement for the Employees in the Communications Division of the Wilmington Police Department, this time shall be the equivalent of eight (8) hours. If any time is used, it will be deducted on a day-for-day basis.

8.6. An Employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of his/her individual department.

8.7. An Employee leaving the service of the City of Wilmington due to layoff, retirement, quit, termination for cause, and entitled to vacation benefits shall receive vacation pay in lieu of the vacation period. All payments due said Employee shall be paid in accordance with applicable law following their termination date; however, should an Employee voluntarily resign, he shall be required to give two (2) weeks' notice of such intention in order to be eligible for vacation.

8.8. Vacation shall begin January 1 of the calendar year and must be completed by December 31 of that year.

8.9. An Employee who resigns in good standing and is reinstated within one (1) year shall have credited to his/her record all vacation rights that had accrued at the time of his/her separation.

ARTICLE IX
COMBINED LEAVE (Sick Leave and Family Leave)

9.1. The parties recognize that the use of combined leave is to be restricted to the particular uses specified in the contract and not to be used as a supplement to vacation leave. If the City concludes that a specific Employee is abusing sick leave, the Employee will be subject to discipline, up to and including discharge. The Union agrees to exert its best efforts in helping to reduce absenteeism by counseling Employees on the need for regular attendance.

9.2. Combined leave shall be earned by all Employees covered by this Agreement from the commencement of employment but may not be used or paid until an Employee shall have completed three (3) months of continuous employment. Time worked under emergency, temporary or seasonal appointment, when followed immediately by permanent or provisional appointment may, upon the recommendation of the Department Head and approval of the Human Resources Director, be included in computing length of continuous service.

9.3. Sick leave shall be granted to Employees when they are incapacitated from the performance of their duties by sickness, pregnancy, or injury; or for medical, dental, or optical examination or treatment. Family leave shall also be granted when a member of the immediate family of the Employee requires the care and attendance of the Employee, or when, through exposure to contagious disease, the presence of the Employee at his/her employment position would jeopardize the health of others. For the purposes of sick and family leave, "immediate family" means, in addition to the Employee himself or herself, the Employee's mother, father, spouse, domestic partner, son, daughter, including sons and daughters by lawful adoption, stepchildren, foster children, grandchildren, and those minor children for whom the City Employee is acting in loco parentis. This provision is applicable herein, notwithstanding the definition of "immediate family" for purposes of Subsection 12.3.

For the purposes of benefit accumulation and accrual, sick leave and family leave shall be combined and called combined leave. For definition and reporting purposes, sick leave and family leave are separate and distinct.

9.4. (a) One (1) day of credit for combined leave will be allowed for each calendar month of continuous service in which the Employee has worked or has been on paid vacation or combined leave for at least thirteen (13) working days of such month. Combined leave shall not be allowed in advance of being earned. If an Employee does not have sufficient combined leave credits to cover a period of absence, no allowance for combined leave shall be granted in advance or in anticipation of future combined leave credits. In such cases, payroll deduction for the time lost shall be made for the period during which absence occurred, provided however, that earned vacation leave may be used for this purpose if the Employee so elects.

(b) The schedule of possible accumulation for all eligible Employees is as follows:

Number of Years Employed	Rate of Accumulated Sick Leave/Mo.	Yearly Accumulated Sick Leave	Total Accumulated Sick Leave
1 st	1 day	12 days	12 days
2 nd	1 day	12 days	24 days
3 rd	1 day	12 days	36 days
4 th	1 day	12 days	48 days
5 th	1 day	12 days	60 days
6 th	1 day	12 days	72 days
7 th	1 day	12 days	84 days
8 th	1 day	12 days	96 days
9 th	1 day	12 days	108 days
10 th	1 day	12 days	120 days
11 th	1 day	12 days	132 days
12 th	1 day	12 days	144 days
13 th	1 day	12 days	156 days
14 th	1 day	12 days	168 days
15 th	1 day	12 days	180 days
16 th	1 day	12 days	192 days
17 th	1 day	12 days	204 days
18 th	1 day	12 days	216 days
19 th	1 day	12 days	228 days
20 th	1 day	12 days	240 days

Beginning July 1, 1985, combined leave for Assistant Sanitation Supervisor shall be accumulated at the rate of ten (10) hours per month to a maximum of 2,400 hours.

(c) For Employees in the Communication Division of the Wilmington Police Department, this time shall be deducted on a day-for-day basis regardless of the number of hours the Employee is scheduled to work on any given day.

9.5. Combined leave accumulated by Employees on the date of this Agreement shall be credited to their personnel record.

9.6. In order to qualify for combined leave, all Employees must comply with the following conditions:

(a) Report off sick by notifying their immediate supervisor at as early an hour as is practical, but in any event prior to, or no later than, one-half hour before the normal beginning time for work. Shift workers must notify their immediate supervisor at least two (2) hours prior to starting time that they are off sick.

(b) A physician's statement certifying the medical justification for an Employee's absence will not normally be requested for less than three (3) days consecutive absence. If an Employee is absent from work due to personal illness or illness of an immediate family member for longer than three (3) consecutive work days and expects to be away from work for more than nine (9) consecutive work days, no later than the tenth (10th) day of absence

a medical doctor's certification must be submitted forthwith to the Employee's immediate supervisor together with a written indication of the anticipated length of absence.

9.7. Employees taking combined leave and not complying with the conditions in Section 9.6, subparagraphs (a) and (b) will not be paid for time off. Employees in a no pay status will be disqualified from voluntary overtime assignments for seven (7) calendar days following their return to work.

9.8. In the case of an extended sickness including pregnancy where an Employee has exhausted accumulated combined leave, all unused vacation time, with the exception of one (1) week which may be retained, must be taken. At which time, if the Employee is still away from the job because of sickness, the matter must be brought before the Combined Leave Arbitration Board, which shall consist of the Human Resources Director, a representative designated by the Union who shall be named by the Union within ten (10) days after the execution of this Agreement and who shall serve during the term of this Agreement, and the Department Head. This Board will study and rule if additional combined leave time, with pay, is to be granted to the Employee.

9.9. (a) An Employee at the termination of employment with the City of Wilmington, by resigning prior to becoming eligible for retirement benefits as provided in Section 11-6 of the Wilmington Employees' Retirement Act or prior to becoming eligible for retirement benefits under Section 11A-5 or becoming a vested participant under Section 11A-8 (a) of the City of Wilmington Non-Uniformed Employees' Retirement Act of 1979, layoff or termination for cause, shall have no claim for accumulated combined leave. This is a gratuity to be paid only during sickness or accident while in the employ of the City of Wilmington.

(b) An Employee who retires from employment with the City of Wilmington or who dies while employed with the City of Wilmington and who has accumulated 60 or more days of combined leave will receive the following:

60-100 days	\$25.00 per day
101-240 days	\$30.00 per day for all accumulated days

For purposes of this section, an Employee shall be considered to have retired if s/he voluntarily resigns after becoming eligible for retirement benefits as provided in Section 11-6 of the Wilmington Employees' Retirement Act or after becoming eligible for retirement benefits under Section 11A-5 or becoming a vested participant under Section 11A-8 (a) of the City of Wilmington Non-Uniformed Employees' Retirement Act of 1979.

9.10. An Employee who resigns in good standing and who has been reinstated within one (1) year may have credited to his/her record all unused combined leave that he had accrued at the time of his/her separation, unless he has received payment for his/her combined leave under the provisions of Section 9.10 (b).

9.11. Sick and family leave shall be certified by the Department Head upon forms prescribed by the Human Resources Director. The Department Head shall maintain complete and accurate leave records. Records of combined leave accumulated and taken shall be available to the Employee or the Union.

ARTICLE X WORKER'S COMPENSATION

10.1. Employees injured on the job in the performance of their assigned duties will be covered by the Workmen's Compensation Plan and their time off will not be chargeable to either their accumulated combined leave or their vacation time. The Employer shall pay the Employees injured in the performance of their assigned duties the difference between compensation pay and the sum they would have received in their regular pay.

10.2. If an Employee who has completed three (3) months of continuous employment becomes unable to perform his/her regular duties because of a work-related injury, then the Employee may be offered other duties when available within the Employee's department until he or she is able to return to regular duty. A physician selected by the City shall determine the ability of the Employee to work modified duty unless the Employee's physician determines otherwise, in which case the determination shall be made by a third physician, who shall be agreed upon by the City's physician and the Employee's physician. To the extent that the cost of the third physician is not covered by insurance, such cost shall be borne equally by the City and Local 1102.

ARTICLE XI MILITARY TRAINING LEAVE AND MILITARY SERVICE

11.1. Military Training Leave.

(a) "Armed Forces" is defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" is defined to include the federally recognized National Guard and Air National Guard of the United States, the Officers Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, and the Coast Guard Reserve.

(b) Any Employee of the Employer who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or annual leave during which he is engaged in the performance of official duty or training in this state, or in the United States, under competent orders. While on such leave he shall be paid his/her regular salary, less his/her military pay not to exceed a total of fifteen (15) working days in any one calendar year.

(c) To receive payment of salary, an Employee must, prior to his/her leave, file with the Human Resources Office of the Employer a copy of official orders, and upon return a certification from his/her commanding officer of performance of duty in accordance with terms of the orders.

11.2. Military Service.

(a) Full service credit with the Department is to be allowed permanent Employees for time spent in the military service, providing that the Employee goes directly from

department employ into military service, and makes application for re-employment within ninety (90) days after being released under honorable conditions from such military service.

(b) It shall be the policy of the Department to guarantee to its permanent Employees who, during a National emergency, volunteer or are called for active military service, a position upon their return to civilian life equal to the one they left providing that the requirements set forth in the above paragraph are fulfilled.

(c) Permanent Employees who, within ninety (90) days service, volunteer or are called for active military service, shall be paid from the date they leave Department employ for all accrued vacation to their credit at that date. The Employee, at his/her discretion, may elect not to be paid for vacation leave, but to leave it to his/her credit for use upon returning to the Department.

(d) These same policies shall be applicable to permanent Employees who at any time are subject to the provisions of the Selective Service Act.

ARTICLE XII LEAVES OF ABSENCE

12.1. Unauthorized Absence--Automatic Termination.

An Employee absent from his/her position for more than four (4) working days without prior permission of his/her Department Head shall be considered to have voluntarily terminated employment with the City. Such termination shall be final unless said Employee, upon return, furnishes a satisfactory reason to the City for not having obtained prior permission.

12.2. Authorized Absence.

(a) Any Employee, who has been employed by the City for at least one (1) year, may, upon application in writing, be granted a leave of absence without pay not to exceed one (1) year by the Human Resources Director upon the recommendation of the Department Head for the reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering Employee's education or training. Extension of leaves of this nature shall be mutually agreed by the Employer and the Union.

(b) Notwithstanding other provisions of this Agreement any Employee elected or appointed as an Employee of the Union shall be granted a leave of absence for the term of the election or appointment of his/her office or any extension thereof.

(c) Leaves of absence with pay shall be granted for Employees to attend and serve as delegates to conventions and organization conferences related to their Union provided that such leave shall not exceed eighteen (18) work days for each year of this Agreement. Upon ratification of this Agreement, the Union's balance shall be eighteen (18) working days. Unused days may be carried over during the term of this Agreement.

(d) Seniority, and vacation shall accumulate during leaves of absence extending beyond twenty (20) working days.

12.3. Bereavement Leave.

All City Employees shall be granted up to four (4) working days off for a death in the Employee's immediate family. This leave shall commence when requested by the Employee but in no event later than one week after the death. In exceptional circumstances the Human Resources Director may grant the leave request at a later date outside the one week specified above. Death in the Employee's immediate family shall be construed to mean one (1) of the following: Husband, Wife, Domestic Partner, Children, Parents, Brother, Sister, Grandparents, Great Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Spouses' Grandparents, and Great Grandparents, or any person who stands in loco parentis to the Employee, or any person or relative with whom the Employee is making his or her home. Additional time off will be granted for necessary travel to distant states for funeral services. The time off allowed in the case of death in the Employee's immediate family shall not be chargeable to either combined leave or vacation time.

In the event of a death of a near relative not listed, up to three (3) days' vacation time may be taken.

12.4. Paid Parental Leave.

Paid Parental Leave shall be provided to employees on the same terms and conditions as non-union employees under Section 40-341 of the City Code.

ARTICLE XIII JURY DUTY: SUBPOENA AS A WITNESS

13.1. In recognition that it is the obligation of every citizen to serve as a juror when called to do so, an Employee called for jury service or subpoenaed as a witness in connection with the Employee's job with the City will be granted leave with full pay; however, the money earned as juror, except the money received for mileage and meals, shall be deducted from the Employee's pay. An Employee will not be granted leave with full pay if a defendant or plaintiff in a court case.

13.2. An Employee serving in such capacity and upon completion of such service prior to the end of the work day, shall promptly report back to the supervisor and/or return to their regular position for completion of the work day.

ARTICLE XIV SAFETY AND HEALTH

14.1. The Employer and the Union shall cooperate in the enforcement of safety regulations. Should an Employee feel that an unsafe or unhealthy situation exists, he shall notify his/her immediate supervisor immediately. The matter shall be considered immediately by the

Employer. If the matter is not adjusted to the satisfaction of the Employee, it shall then become the subject of a grievance procedure.

14.2. The Employer shall provide to the Employee any uniforms, protective clothing, or any type of protective device which is required by the Employer as a condition of employment and is necessary for the safe performance of the Employee's duties.

14.3. A Safety Committee shall consist of three (3) members appointed by the Union and three (3) members appointed by the City, plus the Health and Safety Program Manager. The Safety Committee will meet at the written request of the City or Union to discuss safety issues or problems. However, the Committee will meet at least once every other month to review safety matters, conduct inspections of physical facilities, provide safety-related training programs, and make recommendations as may become necessary.

ARTICLE XV UNEMPLOYMENT COMPENSATION COVERAGE

15.1. The Employer shall place the Employees covered by this Agreement under Senate Substitute No. 1 for Senate Bill No. 13 (An Act to Amend Title 19, Delaware Code, Relating to Unemployment Compensation, by Providing for a Method of Election of Coverage and Reimbursement for Benefits Paid by Agencies and Political Subdivisions of the State of Delaware). Approved by the Governor, July 7, 1964.

ARTICLE XVI HEALTH AND WELFARE

16.1. (a) Through December 31, 2019, the City agrees to provide health insurance and benefits for employee and eligible dependents with a premium contribution made by the employee in Exhibit "D-1".

(b) Effective January 1, 2020, employees covered by this Agreement, who were hired before January 1, 2020, shall be offered three medical plans: PPO 100/80 ("PPO1"), PPO 90/70 ("PPO2"), and Simply Blue EPO Plan 100 ("EPO"). These plans shall be provided to employees covered by this Agreement plus eligible dependents during the term of this Agreement. Employees covered by this Agreement who were hired after this Agreement has been ratified by the Union, approved by City Council, and signed by the Mayor, shall be offered two plans: PPO2 and EPO.

Benefits and required employee contributions and co-pays provided under these plans for Fiscal Year 2020 shall be attached to and made a part of this Agreement as Exhibit "D-1".

Healthcare
(Effective 1/1/20)

- Employee Share
 - 12% of total premium, or
 - 10% of total premium if employee meets with HCP and gets blood screening
 - PPO1 Plan closed to new hires effective 1/1/2020
 - \$150 co-pay for emergency room visits, effective 1/1/2020 (up from \$50)
 - Mandatory generic drug prescriptions, effective 1/1/2020
- Mandatory annual physical and age/gender specific lab screenings for 2% premium discount

(c) Upon retirement, Employees shall have the right to choose, in writing, to continue coverage with the City of Wilmington's health insurance plan, at the Employee's expense, with a deduction from pension payments where applicable, unless the Employee qualifies under the stipulations outlined in subsection 16.2.

16.2. Retiree Medical Program.

Notwithstanding any other provision of this Agreement, the eligibility requirements and retiree medical benefits for any employee hired on or after July 1, 2011, shall be determined in accordance with the terms and provisions of Section 39-5 of the Wilmington City Code relating to individuals hired on or after July 1, 2011.

(a) **Title** – This subsection shall be known as the City of Wilmington Retiree Medical Program. This program will be identical to the medical insurance benefits that are provided for active full-time City Employees, except for retirees who are 65 years of age or older. The City reserves the right to offer a different plan for retirees who are 65 years or older, provided that the plan offers benefits comparable to those benefits offered to active Employees, i.e., medical and prescription coverage will be of similar value.

(b) **Eligibility** – To be eligible for Retiree Medical Program ("Program") benefits, the City Employee must first be eligible for a City pension. The Program is applicable to all members of this bargaining unit who are active (on the City payroll) full-time Employees as of January 1, 2000, and all Employees first employed in a full-time position after said date. Any bargaining unit Employee who is eligible for City Employee pension benefits pursuant to any of the City Employee pension benefit programs shall then meet the following requirements in order to receive Retiree Medical Program benefits pursuant to this section:

(1) Bargaining unit Employees who are not less than fifty-five (55) years of age with not less than twenty (20) years of service as City Employees.

(2) Any bargaining unit Employees who are not less than sixty-five (65) years of age with not less than ten (10) years of City Employee service. This subsection shall apply only to those Employees who are on the City's payroll as of January 1, 2000. This subsection shall not apply to any bargaining unit Employees first employed by the City after January 1, 2000.

(3) Any of the aforesaid age requirements may be waived, provided that the Employee is otherwise eligible for "Rule of 85" pension benefits.

(c) **Healthcare Coverages** – This Program shall pay not less than 80% of the blended rate up to a maximum of \$8,000.00 for eligible retirees who are less than 65 years of age. The Program shall pay not less than 80% of the blended rate up to \$4,000.00 for retirees who are 65 years of age or older. "Blended rate" shall mean the average cost to the City for all active participants in the program.

(d) **Spousal Coverage.**

(1) Spouses and other eligible dependents of covered bargaining unit Employees who are eligible under Subsection 16.2(b)(2). Eligibility, as outlined above, shall be permitted to participate in the Retiree Medical Program Group Plan at the group rate for the lifetime of the covered spouse. Premiums shall be the responsibility of the retired City Employee or covered spouse. Spouses shall continue as long as they are receiving a City pension benefit.

(2) The premiums for spousal and/or other eligible dependents covered shall be published annually and shall reflect the City's actual cost for that coverage.

(e) **Dental Benefit** – A dental benefit shall also be optional at the discretion of the retiree. Persons opting for the dental benefit shall be entirely responsible for payment of the requisite premium.

(f) **Disability** – Any bargaining unit Employee with at least fifteen (15) years of service, who otherwise qualifies for a City disability pension benefit, shall be eligible for the Retiree Medical Program benefits of this section.

16.3. **Dental Plan.** The Employer will continue its Dental Plan as attached in Exhibit "D-2".

16.4. **Long-Term Disability.** The Employer will continue its current Long-Term Disability Benefit during the life of this Agreement. The benefit payable under this plan is 60% of the basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

16.5. **Opt-Out.** Any Employee who can show proof of other health insurance coverage shall be eligible for \$200.00 per month opt out effective upon ratification of this Agreement.

16.6. (a) **Life Insurance.** The Employer agrees to assume the full cost of insurance equal to one and one-half (1½) times the Employee's annual salary, rounded to the next thousand dollars with a maximum of fifty thousand dollars (\$50,000.00) with additional accidental death and dismemberment benefits for each Employee effective upon ratification of this Agreement.

(b) Upon retirement, Employees shall have the right to choose, in writing, to convert their City of Wilmington group life insurance to an individual policy without evidence of insurability in accordance with the terms and conditions of the group life policy and as described in their group life certificates, at the Employee's expense.

To exercise this privilege, the Employee is required to make proper application to the insurance company and to pay the appropriate premium within thirty-one (31) days from the date of termination of employment.

16.7. Should the Employer be obligated by law to contribute to a government operated, or mandated insurance program, national or otherwise, which duplicates the benefits provided by the Employer under any insurance policy currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double coverage the Employer shall be permitted to cancel benefits of policies which duplicate in whole or in part the provisions of the compulsory governmental sponsored insurance programs.

ARTICLE XVII BULLETIN BOARDS

17.1. The Employer agrees to provide reasonable bulletin board space labeled with the Union's name where notices of official Union matters may be posted by the Union.

ARTICLE XVIII VISITATION

18.1. Officers or accredited representatives of the Union shall, upon request by the Union and based on operational needs, be permitted to visit the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances.

ARTICLE XIX WORKING CONDITIONS

19.1. Uniforms and Protective Clothing.

If any Employee is required by the Employer to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device, including raincoats and boots to Parking Regulation Enforcement Officers, shall be furnished without cost to the Employee by the Employer. The cost of maintaining the uniform or protective clothing in proper working conditions shall be paid by the Employer. All Parking Regulation Enforcement Officers, Water Meter Readers, Radio Room Employees, and Scofflaw Enforcers covered by this Agreement are to receive a \$250 uniform maintenance allowance annually, but cleaning of uniforms will not be provided.

19.2. Mileage Allowance.

The Employer agrees to provide a mileage allowance according to the City's travel policy approved by the Administrative Board, to those Employees who are required to use their private vehicles in the course of official City duties.

19.3. Meal Allowance.

(a) Any Employee who is requested to and does work any ten (10) continuous hours shall receive a meal allowance of \$10.00. Employee shall be furnished additional meal allowances every four (4) hours thereafter while s/he continues to work. This allowance shall not apply to employees covered in Section (b) below.

(b) For Employees in the Communication Division of the Wilmington Police Department who are classified as Emergency Call Operators and Emergency Communications Specialists, the Employer shall furnish a \$10.00 meal allowance to any Employee who is requested to and does work two consecutive hours beyond their assigned shift. The Employee shall be furnished additional meal allowances every four (4) hours thereafter while s/he continues to work.

19.4. Protective Clothing.

Code Enforcement Officers and Labor Foreman will be supplied with protective clothing to be maintained by the respective departments.

19.5. Exemplary Attendance Bonus.

Beginning with the payment for calendar year 2009, Employees who maintain exemplary annual attendance shall receive the following cash bonus payable no later than the fourth Friday in February:

0 sick days used	\$400.00
Up to 1 sick day used	\$300.00
Up to 2 sick days used	\$200.00

Exemplary attendance shall be defined as not missing time from work except for jury duty, military leave, death leave, vacation, leave for Union business, or any absence due to Worker's Compensation for less than sixty (60) calendar days.

If Employees are docked for lateness, they will be eligible for the following bonus:

Less than 8 cumulative hours per year	\$300.00
More than 8 cumulative hours, but less than 16 per year	\$200.00

NOTE: Any lateness of four (4) hours or more in any one (1) day shall count as a full day for purposes of this section.

19.6. CDL Bonus.

Employees in the Parks and Public Works departments who possess and maintain a Commercial Driver's License for the performance of their duties shall have one of the following amounts included in their base salary each year for the duration of this Agreement:

CDL-A	\$625.00
CDL-B	\$525.00

An additional bonus of \$150.00 will be provided to employees with a tanker endorsement.

19.7. Shoe Allowance.

Effective July 1, 2019, Employees who are engaged in working in the field in hazardous areas as designated by their department head or work in the radio room, shall receive up to one hundred-fifty dollars (\$150.00) each year of the contract towards the purchase of safety shoes, during the term of this Agreement. Employees will have the option of either purchasing the shoes themselves or obtaining the shoes from an approved vendor. To qualify for reimbursement, under this section, Employees shall be required to present the new shoes for inspection to their immediate supervisor, along with a receipt for their purchase.

19.8. Base Level Water Supply Operator License Bonus.

All Employees who are required to obtain and maintain the following licenses and endorsements shall receive the following annual bonus which will be paid on a semi-annual basis.

Base Level Water Supply Operator License \$400.00

Labor Foreman II (Water Distribution)

**Base Level w/Advanced Distribution System Operator
Endorsement \$500.00**

Labor Foreman II (Water Production)
Water Distribution Supervisor
Assistant Water Distribution Supervisor

**Base Level w/Advanced Distribution and Surface Water
Treatment System Operator Endorsements \$600.00**

Assistant Water Production Supervisor
Water Production Maintenance Foreman

19.9. International Code Council (I.C.C.) Certification.

Effective January 1, 2016, all Employees who are required to obtain and maintain the following certifications shall receive the following annual bonus which will be paid by June 30 for the prior year.

Residential Property Maintenance Certification \$450.00

Code Enforcement Inspector (Housing)

Commercial Building Inspector Certification \$550.00

Code Enforcement Inspector (Building)

Commercial/Mechanical Plumbing Certification \$650.00

Mechanical Code Enforcement Inspector

Note: The City shall provide a letter confirming that certification is not required for the following positions:

Business Compliance Officer

Administrative Clerk I

Building Permit Director

19.10. Photo Identification Cards.

The City will provide photographic identification cards to all Employees. Each Employee must carry his or her identification card when working. Any Employee who loses his or her identification card shall pay \$5.00 for the first replacement and \$25.00 for each subsequent replacement, unless the loss is beyond the Employee's control.

19.11. Association of Public Safety Communications Officials (APCO) Certification.

Employees classified as Emergency Call Operator, Emergency Communications Specialist, Teleserve Operator, and Senior Emergency Communications Specialist, shall be required to obtain and maintain an Association of Public Safety Telecommunicator (PST) ("APCO") Certification.

The certification must be completed in order to successfully pass the probationary period of their position. Effective July 1, 2009, all employees who have obtained and maintain the "APCO – Public Safety Telecommunicator Certification" shall receive an annual bonus of \$400.

The City of Wilmington Department of Police will secure and pay the cost for the first instructional training associated with the certification. In the event a probationary employee fails the initial course of instruction, s/he may elect to retake the course at his/her own expense

and on their own time. Failure to obtain certification of the "Public Safety Telecommunicator" course will result in termination.

All Communication personnel must successfully complete a re-certification of the "Public Safety Telecommunicator" course every three years. The Wilmington Department of Police will pay the initial cost associated with re-certification. In the event any employee fails to be re-certified, the employee may elect to re-take the course at his/her own expense and on their own time. The employee shall have an additional 90 days from the date of the re-certification test to secure certification. Failure to obtain re-certification of the "Public Safety Telecommunicator" course will result in termination.

19.12. Communications Device Stipends. Effective January 1, 2016, the City shall provide cell phones to Labor Foremen, Water Meter Reader and L&I Inspectors for use in the performance of their duties or provide a stipend of \$15.00 per month if personal cell phones are used in the performance of the Employee's duties.

ARTICLE XX WORK RULES AND REGULATIONS

20.1. The Union agrees that the Employer has complete authority over the policies and administration of City Departments, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of department operations and not covered by this Agreement is the province of the Employer. Should the Union object to any rule or regulation as being violative of this Agreement, it may resort to the Grievance Procedure outlined in this Agreement including Arbitration.

ARTICLE XXI HOURS OF WORK PREMIUM RATES

21.1. Management reserves this right to complete authority over the policies and administration of City department which it exercises under the provisions of law and in fulfilling the responsibilities including the establishment of work rules and regulations including the exclusive prerogative that when work is to be delayed or canceled due to adverse weather conditions the decision solely rests with the Employer.

21.2. Overtime shall be divided and rotated as equally as possible within the division and classification according to seniority and among those Employees who regularly perform such work.

Each Employee has the right to refuse overtime. However, if the City determines that overtime is necessary and there are no volunteers, overtime will be required on a rotating basis in inverse order of seniority among those Employees who normally and regularly perform the work.

21.3. The City and Union believe that all provisions of this contract dealing with wage and hourly benefits are equal to or in excess of wage and hourly benefits conferred by the FLSA. In the event it is subsequently determined that the FLSA confers benefits greater than those provided for in this contract, the City and Union will immediately enter into negotiations.

21.4. For Employees who are exempt under the Fair Labor Standards Act ("FLSA"), the annual salary shall be considered full compensation for all hours worked, except, that in such instances specifically provided for in this Agreement an exempt Employee is required to perform essential overtime or is on call time approved by the Commissioner or Department Head, such Employee shall be paid for such hours at his or her straight time rate.

21.5. Non-Task Workers and Non-Shift Workers.

(a) The regular work day for Employees shall consist of eight (8) hours of the regular work week consisting of forty (40) hours, Monday through Friday inclusive. This regular eight (8) hour work day includes the lunch period (one (1) hour). Pursuant to Chapter 2, Section 4-200 of the City of Wilmington's Home Rule Charter, the City also reserves the right to assign Employees to work weeks other than Monday through Friday and within the confines of a five (5) day work week if the requirements of City government makes this essential.

The following sections: (b), (c), and (d) apply to positions with salary grades of J and below only:

(b) Time and one-half shall be paid for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period or in excess of forty (40) hours per work week.

(c) Time and one-half shall be paid for work performed on Saturday and double time for work performed on Sunday.

(d) Work performed prior to or beyond the Employee's regular starting or quitting time shall be compensated for at the rate of time and one-half of the Employee's regular rate of pay.

21.6. Call Time.

This provision shall apply to all Employees of Salary Grade J or below. Any Employee called to work outside of his/her regularly scheduled shift without prior notice, such as the day or night before, shall be paid for a minimum of four (4) hours at the rate of time and one-half. If the call time work assignment and the Employee's regular shift overlap, the Employee shall be paid the call time rate of time and one-half until he completes four (4) hours work. The Employee shall then be paid for the balance of their regular work shift at the appropriate rate. No Employee shall be entitled to receive call time as provided herein more than once in any one (1) calendar day. This provision shall also apply to Employees called to work due to weather conditions.

21.7. Standby Time.

(a) All Employees who are regularly assigned to weekly standby duty within their departments by the department head after review by the Human Resources Director shall receive sixteen (16) hours pay per week at a straight time rate. Employees may opt to credit these hours toward compensatory time. Any Employee of Salary Grade L and above who may be called to work outside his/her regularly scheduled shift in essential and necessary work which is approved by the Commissioner or department head shall be paid at his/her straight time rate. This provision shall also apply to Employees called to work due to weather emergencies.

(b) All Employees who are assigned to standby duty of less than a week will be compensated at two and one-half hours per each day at a straight time rate. Any Employee of Salary Grade L and above who may be called to work outside his/her regularly scheduled shift in essential and necessary work which is approved by the Commissioner or department head shall be paid at their straight time rate. This provision shall also apply to Employees called to work due to weather emergencies.

21.8. Shift-Workers.

(a) The shift workers regular workday shall consist of eight (8) hours, and the work week shall consist of forty (40) hours within a seven (7) day payroll week. This subsection shall also apply to shift workers employed in the Wilmington Department of Police who are classified as Communications and Data Specialists and who are assigned CLUES AND PST work.

The following sections: (b), (c), and (d) apply to positions with salary grades of J and below only:

(b) Time and one-half shall be paid to shift workers for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period or in excess of forty (40) hours per work week as defined in Subsection (a). This subsection shall also apply to shift workers employed in the Wilmington Department of Police who are classified as Communications and Data Specialists and who are assigned CLUES AND PST work.

(c) The work days of shift workers employed in the Communication Division of the Wilmington Police Department who are classified as Emergency Call Operators and Emergency Communications Specialists, will consist of what is currently in effect. The City and the Union agree to meet and confer at least 90 days before any change to work schedules is implemented.

(d) Shift workers employed in the Communication Division of the Wilmington Police Department who are classified as Emergency Call Operators and Emergency Communications Specialists will receive time-and-one-half for hours worked in excess of their assigned shift.

(e) (1) Employees regularly employed on the second shift shall receive in addition to their pay a premium of \$0.80 per hour for such work. Employees regularly

employed on the third shift shall receive in addition to their regular pay a premium in the amount of \$1.00 per hour for such work.

(2) The first shift is any shift that regularly starts at 7:00 a.m. or 8:00 a.m. The second shift is any shift that regularly starts at 3:00 p.m. or 4:00 p.m. The third shift is any shift that regularly starts at 11:00 p.m. or 12:00 midnight.

21.9. Compensatory Time.

(a) Any Employee eligible to receive premium pay pursuant to Article XXI may elect to receive compensatory time in lieu of pay. Compensatory time will accrue at the same rate as the applicable premium pay rate. For example, if an Employee is eligible to receive pay at the rate of time and one half, then that Employee may elect to receive one and one half hours of compensatory time for each hour worked.

(b) All requests to use accrued compensatory time must be approved in advance by the immediate supervisor. Employee will be authorized to use accrued compensatory time only to the extent that such time has been accrued.

(c) No Employee may accrue more than sixty (60) hours of compensatory time. If the maximum accrual is reached, all premium time worked beyond that point must be compensated in pay. Compensatory time must be taken within the calendar year in which it was earned.

ARTICLE XXII ALTERATION OF AGREEMENT

22.1. No Agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any Employee or group of Employees with the Employer and in no case shall it be binding upon the parties hereto unless the Agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

22.2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

22.3. It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal and State Laws, or mandatory provisions of the City Charter, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

ARTICLE XXIII TERMINATION, CHANGE, OR AMENDMENT

23.1. This Agreement shall be effective commencing July 1, 2015, and shall terminate on June 30, 2018. The Agreement, however, shall be automatically renewed annually

from year to year unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given to the other party in writing by Certified Mail on or before April 1 of the year in which this Agreement is to be terminated, modified, or amended.

23.2. If either party gives notice requesting changes in the Agreement, the parties will endeavor to begin negotiations on or about April 1, 2018.

ARTICLE XXIV NO STRIKE

24.1. Both the Union and the Employer recognize the importance of the services rendered by the Employees covered by this Agreement and the duty of the Employer to render continuous service to the Public. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike or work stoppage during the life of this Agreement. The Employer agrees that there shall be no lockout during the life of the Agreement.

The Union will take every reasonable precaution and action to prevent or stop any such strike or work stoppage during the life of this Agreement.

ARTICLE XXV EMPLOYEE PERFORMANCE EVALUATION

25.1. The purpose of the Employee Performance Evaluation shall be primarily to inform Employees of the acceptability of their work performance and how they can improve their work performance. It is not to be construed as a disciplinary action.

Appeals of performance evaluations may be made in accordance with the grievance procedure.

ARTICLE XXVI CLASSIFICATION AND SALARIES

26.1. Employees' salaries for Fiscal Years 2019, 2020, 2021 and 2022 shall be set forth in Exhibit "F".

26.2. Current regular employees, as defined by City Code Section 40-6, who are or were employed by the City on the date this Agreement is both ratified by the membership of the Union and approved by the Mayor and Council, shall receive a one-time signing bonus payment ("Payment") in the amount of \$1,250. This Payment shall be made promptly after this Agreement is ratified by the membership of Local 1102 and approved by the Mayor and City Council. Only current regular employees, who are employed by the City when this Agreement is ratified by the membership and approved by the Mayor and Council, shall receive the Payment.

**ARTICLE XXVII
DRUG AND ALCOHOL POLICY**

Local 1102 will cooperate with the City of Wilmington in the enforcement of the City's Drug and Alcohol Policy. There will be no random testing.

Furthermore, if there is a dispute or a perceived violation of the policy, the individual case may be resolved through the grievance procedure as outlined in Article IV of the contract.

**ARTICLE XXVIII
MUNICIPAL PENSION**

Employees hired on or after July 1, 2011, shall be required to participate in the Delaware County and Municipal Pension Plan described in Chapter 55A of Title 29 of the Delaware Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and
seals on this _____ day of _____, 2019.

FOR THE EMPLOYER:

Mayor

ATTEST:

City Clerk

Approved as to form

Assistant City Solicitor

City Negotiation Team

Charlotte B. Barnes
Maria Perez
Marchelle Basnight
Daniel Owens
Robert Goff
William W. Bowser, Esq.

FOR THE UNION LOCAL 1102 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, A.F.L.-C.I.O. AND
DELAWARE PUBLIC EMPLOYEES
COUNCIL 81

DELAWARE PUBLIC EMPLOYEES
COUNCIL 81

Michael Begatto
Executive Director

Evonne Murray
Staff Representative

Lance Geren, Esq.
Chief Negotiator

William W. Bowser, Esq.
Chief Negotiator

Negotiation Team Local 1102 AFSCME AFL-
CIO

Steven Colon
Bryant Cottman
Kenesia Jackson
Shante Watson
Craig Wolfrey
Ellis Blomquist
Richard Rivera
Aleta Clay
Rae Nita Shazier
Edward Gibson
Michelle Bullock-Farmer
Dinah Davis Russ
Evonne Murray
Lance Geren, Esq.

EXHIBIT A

Sec. 40-113. Classified service – subject and methods of examination or evaluation.

The content of all examinations and/or methods of evaluation shall be determined and/or approved by the Human Resources Director. The method used may be any evaluation of education, work history, experience or skills, or any test of skills or abilities that fairly evaluates the relative qualifications of the applicants. These may include:

- Written.
- Oral.
- Demonstrative.
- Assembled/Unassembled.

(Code 1968, §40-45)

EXHIBIT B

Sec. 40-131. Classified service – eligibility lists generally.

(a) Priority for consideration for employment shall be given to the various eligibility lists in the following descending order: reemployment lists, promotional lists, and open competitive lists.

(b) Reemployment lists shall consist of city Employees who were laid off due to the elimination of their positions or transferred to positions in a lower pay grade in lieu of layoff as set forth in section 40-189.

(c) Promotional lists shall consist of applicants from the regular classified service who have successfully met the criteria for the position as determined by the Human Resources Director.

(d) Open/competitive lists shall consist of applicants who have successfully met the criteria for the position as determined by the Human Resources Director.

(Code 1968 §40-31)

EXHIBIT C

Sec. 40-133. Certification of candidates to eligibility lists.

(a) The Human Resources Director shall establish criteria for certification on an appropriate eligibility list, which may include, but is not limited to, those qualifications specified in section 40-112 (education, experience, etc.) Any candidate so certified must possess the minimum qualifications specified for the position.

(b) When the initial evaluation of the applicants for any vacant position is completed, the names of the applicants shall be listed in rank order by the Human Resources Director or his/her designee, with the highest rated applicant listed first.

(c) After the expiration of a position posting period, if sufficient numbers of qualified applicants have applied for the position, a minimum of three (3) certified candidates shall be placed on the eligibility list.

(d) In extraordinary circumstances, when there are fewer than three (3) certified candidates, the Human Resources Director, at his or her discretion, nonetheless may authorize such list of candidates for consideration for employment.

(e) If there are not a sufficient number of candidates on the eligibility list, the commissioner or department head may request that additional names be considered for certification with the approval of the Human Resources Director by reopening the examination process.

(Code 1968 §40-32)

EXHIBIT D-1

**FY'20 LOCAL UNION 1102 Active, Medical and RX Plan Rates-Effective 01/01/2020
HIGHMARK BCBS DE MEDICAL AND EXPRESS SCRIPTS RX PLAN SUMMARY**

Service	**EPO Plan		**PPO II Plan		PPO I Plan	
	In Network		In Network	Out-of-Network	In Network	Out-of-Network
Deductibles						
Employee Only	\$ 500**		None	\$300**	None	\$300**
Employee + One	\$1,000**			\$600**		\$600**
Employee + Family	\$1,500**			\$900**		\$900**
Co-insurance Limits						
Employee Only	None		\$500*	\$1,500**	None	\$1,500**
Employee +One			\$1,000*	\$3,000**		\$3,000**
Family			\$1,500*	\$4,500**		\$4,500**
Lifetime maximums	Unlimited					
Preventive						
Annual Exams	100%		100%	Not covered	100%	Not covered
Annual GYN Exam	100%		100%	Not covered	100%	Not covered
Mammogram	100%		100%	70%*	100%	80%*
Colonoscopy	100%		100%	70%*	100%	80%*
Pap Smear	100%		100%	70%*	100%	80%*
Well-child Care	100%		100%	Not covered	100%	Not covered
Immunizations	100%		100%	70%*	100%	80%*
Vision Exams	Not Covered		Not Covered	Not covered	Not Covered	Not covered
Hearing Exams	100% (PCP office)		100% (PCP office)	Not Covered	100% (PCP office)	Not Covered
Prostate Screening	100%		100%	70%*	100%	80%*
Illness or Injury						
Primary Doctor	\$30 co-pay		\$10 co-pay	70%*	\$5 co-pay	80%*
Specialist/Referral	\$30 co-pay		\$20 co-pay	70%*	\$10 co-pay	80%*
Laboratory Services	100%*		100%	70%*	100%	80%*
Imaging	100%*		90%	70%*	100%	80%*
Chiropractic	100%*		90%	70%*	100%	80%*
In The Hospital						
Room and Board	100%*		90%	70%*	100%	80%*
Physician & Surgeon	100%*		90%	70%*	100%	80%*
Other Services	100%*		90%	70%*	100%	80%*
Surgery – Outpatient	100%*		90%	70%*	100%	80%*
Maternity	100%*		90%	70%*	100%	80%*
Emergency						
Physician's Office	\$30 co-pay		\$10 co-pay	70%*	\$5 co-pay	80%*
Medical Aid Units	\$30 co-pay		\$22 co-pay	70%*	\$10 co-pay	80%*
Hospital ER	\$150 co-pay (waived if admitted)		\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)	\$150 co-pay (waived if admitted)
Mental Health & Substance Abuse						
Inpatient						
Office Visits	100%*		90%	70%*	100%	80%*
	\$30 co-pay		\$10 co-pay	70%*	\$5 co-pay	80%*
Prescription Drugs (Mandatory Generic)	\$10/\$20/\$35 for a 30 day supply					
Retail	\$20/\$40/\$70 for a 90 day supply					
Mail Order						
Employee Bi -Weekly Cost (26)	12%	Wellness @ 10%	12%	Wellness @ 10%	12%	Wellness @ 10%
Employee Only	\$ 34.43 HRA \$250***	\$ 28.69 HRA \$250***	\$ 41.05 HRA \$250***	\$ 34.21 HRA \$250***	\$53.73	\$44.77
Employee + One	\$ 63.30 HRA \$500***	\$ 52.75 HRA \$500***	\$ 75.14 HRA \$500***	\$ 62.62 HRA \$500***	\$97.79	\$81.46
Employee + Family	\$ 92.87 HRA \$750***	\$ 77.39 HRA \$750***	\$ 110.27 HRA \$750***	\$ 91.89 HRA \$750***	\$143.55	\$119.63

* Percentage paid after deductible.

**Co-Insurance / Deductibles – Out-of-Network (PPO I and PPO II) ; Network Deductible (EPO)

***Includes HRA=Employer Paid Health Reimbursement Account

EXHIBIT D-2

CITY OF WILMINGTON FY'20 ACTIVE EMPLOYEE METLIFE DENTAL PLAN SUMMARY

Coverage Type	Dental Plan 1	Dental Plan 2		Dental Plan 3
		PDP In-Network	Out-of-Network	Buy-Up
Type A <ul style="list-style-type: none">• Cleanings, Oral exams, X-Rays• Other maintenance type procedures• Preventive Services	75%	100% of PDP Fee* No Deductible	100% of R&C Fee** No Deductible	100%
Type B <ul style="list-style-type: none">• Fillings/Extractions• Other standard: Endodontic, Periodontics, Oral Surgery• Basic Restorative	75%	80% of PDP Fee*	80% of R&C Fee**	90%
Type C <ul style="list-style-type: none">• Bridges, Dentures, Implants• TMJ & other complex procedures• Major Restorative	75%	60% of PDP Fee*	60% of R&C Fee**	60%
Type D <ul style="list-style-type: none">• Orthodontia	75%	50% of PDP Fee*	50% of R&C Fee**	60%
Deductible (type B & C Services)				
Individual	None	\$ 50		None
Family		\$150		
Annual Maximum Benefit	\$ 2,500 Per family	\$ 1,500 Per individual		\$ 2,500 Per individual
Orthodontia Lifetime Maximum	Adult & Children \$7,500	\$1,000 (to age 18)		Adult & Children \$5,000
Per Individual (Included in \$2,500 annual FAMILY max)		Per Individual Dependent Child to age 18 (separate maximum)		
Employee Cost Per Pay				
Employee only	\$ 1.00	\$.50		\$ 4.00
Employee + One	\$ 2.00	\$ 1.00		\$ 6.00
Family	\$ 3.00	\$ 1.50		\$ 10.00
*PDP Fee refers to the fees that participating PDP dentists have agreed to accept as payment in full, subject to any co-payments, deductibles, cost sharing and benefits maximums. **R&C Fee refers to the Reasonable and Customary (R&C) charge which is based on the lowest of (1) the dentist's actual charge, (2) the dentist's usual charge for the same or similar services, or (3) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife.				

EXHIBIT E**WAGES AND SALARIES - AFSCME LOCAL 1102**

<u>GRADE A</u>
<u>GRADE B</u>
<u>GRADE C</u>
Records Clerk
<u>GRADE D</u>
Clerk II IT Support Services Technician
<u>GRADE E</u>
Account Clerk III Parking Regulations Enforcement Officer Scofflaw Enforcer Teleserve Operator
<u>GRADE F</u>
Account Clerk III Parking Regulations Enforcement Officer Scofflaw Enforcer
<u>GRADE G</u>
Account Entry Clerk Administrative Clerk I Communications Assistant Communications and Data Specialist Data Entry Clerk III Document Management Technician Police Records Specialist Police Reports Specialist Senior Clerk Vehicle Maintenance Technician
<u>GRADE H</u>
Account Technician Administrative Clerk II Assistant Water Meter Supervisor Constituent Service Assistant Delinquent Accounts Officer Emergency Call Operator

Labor Foreman II
<u>GRADE I</u>
Administrative Clerk III Assistant Street and Sewer Maintenance Supervisor Construction Inspector Customer Service Representative II Emergency Communications Specialist Senior Parking Regulation Enforcement Officer
<u>GRADE J</u>
Administrative Coordinator Assistant Street Cleaning Supervisor Document Management Systems Administrator Purchasing Coordinator I Purchasing Technician Senior Emergency Communications Specialist
<u>GRADE K</u>
Assistant Building Services Manager Chief Construction Inspector Meter Reader Service Coordinator
<u>GRADE L</u>
Assistant Sanitation Supervisor Delinquent Accounts Agent Earned Income Tax Agent ITMS Senior Technician Purchasing Coordinator II Settlement Clerk Water Quality Specialist
<u>GRADE M</u>
Building Permit Director Business Compliance Officer Code Enforcement Inspector Customer Service Consultant II Physical Activities Coordinator Recreation Program Coordinator Technical Landscape Foreman Traffic Maintenance Foreman Water Production Maintenance Foreman Water Quality Assistant
<u>GRADE N</u>
City Forester Executive Assistant to the Fire Chief Mechanical Code Enforcement Inspector

<u>GRADE O</u>
Purchasing Agent II Sanitation Supervisor Sewer Maintenance Supervisor Street Cleaning Supervisor
<u>GRADE P</u>
Assistant Water Distribution Supervisor Purchasing Agent II
<u>GRADE Q</u>
Building Code Enforcement Inspector Water Distribution Supervisor

EXHIBIT F
RATE SCHEDULE
LOCAL 1102

July 1, 2018 – June 30, 2019

	1	2	3	4	5	6	7
A	\$24,310.41	\$25,554.17	\$27,454.25	\$28,299.00	\$29,073.14	\$29,980.69	\$30,583.90
B	\$25,098.61	\$27,556.30	\$29,426.92	\$30,150.27	\$31,066.86	\$31,866.44	\$32,582.12
C	\$26,294.29	\$28,389.52	\$30,292.54	\$31,084.66	\$31,771.51	\$32,726.62	\$34,138.70
D	\$27,376.02	\$29,202.99	\$31,161.64	\$31,987.37	\$32,673.76	\$33,785.80	\$35,860.37
E	\$28,552.88	\$30,510.54	\$32,581.74	\$33,403.76	\$34,227.77	\$35,291.29	\$36,992.15
F	\$29,788.89	\$31,972.55	\$34,276.91	\$35,124.42	\$36,023.07	\$37,099.09	\$38,770.73
G	\$31,080.34	\$32,772.76	\$35,431.23	\$36,358.44	\$37,258.17	\$38,442.96	\$40,466.44
H	\$32,058.45	\$34,397.93	\$37,248.08	\$38,461.09	\$39,358.96	\$40,774.30	\$43,509.72
I	\$33,519.31	\$35,492.57	\$38,439.77	\$39,591.21	\$40,659.97	\$42,050.72	\$44,644.42
J	\$34,638.96	\$38,052.31	\$41,274.87	\$42,284.86	\$43,413.98	\$44,564.69	\$46,606.66
K	\$36,034.78	\$39,588.15	\$42,995.42	\$44,031.13	\$45,233.15	\$46,412.39	\$48,575.02
L	\$37,406.78	\$41,235.27	\$44,877.90	\$45,959.63	\$47,181.31	\$48,419.72	\$50,884.87
M	\$38,716.38	\$43,097.53	\$46,843.35	\$48,041.79	\$49,333.24	\$50,738.73	\$54,400.85
M-W	\$38,716.38	\$43,097.53	\$46,843.35	\$48,041.79	\$49,333.24	\$50,738.73	\$54,400.85
N	\$40,704.40	\$45,529.71	\$49,289.43	\$50,738.97	\$51,966.21	\$53,696.38	\$57,458.08
O	\$42,290.23	\$47,236.81	\$52,485.99	\$53,770.73	\$55,000.08	\$56,507.45	\$59,125.41
P	\$44,045.45	\$49,256.10	\$54,549.13	\$55,929.17	\$57,168.59	\$58,781.56	\$61,108.81
Q	\$47,208.20	\$54,047.10	\$57,979.50	\$59,476.54	\$61,441.11	\$63,044.05	\$65,611.79

July 1, 2019 – December 31, 2019

	1	2	3	4	5	6	7
A	\$24,796.62	\$26,065.26	\$28,003.34	\$28,864.98	\$29,654.61	\$30,580.30	\$31,195.58
B	\$25,600.58	\$28,107.43	\$30,015.45	\$30,753.27	\$31,688.20	\$32,503.77	\$33,233.76
C	\$26,820.18	\$28,957.31	\$30,898.39	\$31,706.35	\$32,406.94	\$33,381.15	\$34,821.47
D	\$27,923.54	\$29,787.05	\$31,784.87	\$32,627.11	\$33,327.24	\$34,461.52	\$36,577.58
E	\$29,123.94	\$31,120.76	\$33,233.38	\$34,071.84	\$34,912.32	\$35,997.11	\$37,731.99
F	\$30,384.67	\$32,612.00	\$34,962.44	\$35,826.90	\$36,743.54	\$37,841.07	\$39,546.14
G	\$31,701.94	\$33,428.22	\$36,139.86	\$37,085.61	\$38,003.34	\$39,211.82	\$41,275.77
H	\$32,699.62	\$35,085.89	\$37,993.04	\$39,230.31	\$40,146.14	\$41,589.78	\$44,379.91
I	\$34,189.70	\$36,202.42	\$39,208.57	\$40,383.04	\$41,473.17	\$42,891.74	\$45,537.31
J	\$35,331.74	\$38,813.35	\$42,100.37	\$43,130.56	\$44,282.26	\$45,455.99	\$47,538.80
K	\$36,755.48	\$40,379.91	\$43,855.33	\$44,911.75	\$46,137.82	\$47,340.64	\$49,546.52
L	\$38,154.92	\$42,059.98	\$45,775.45	\$46,878.82	\$48,124.94	\$49,388.12	\$51,902.57
M	\$39,490.71	\$43,959.48	\$47,780.21	\$49,002.63	\$50,319.90	\$51,753.51	\$55,488.87
M-W	\$39,490.71	\$43,959.48	\$47,780.22	\$49,002.63	\$50,319.90	\$51,753.50	\$55,488.87
N	\$41,518.49	\$46,440.30	\$50,275.22	\$51,753.75	\$53,005.53	\$54,770.30	\$58,607.24
O	\$43,136.03	\$48,181.55	\$53,535.71	\$54,846.15	\$56,100.08	\$57,637.60	\$60,307.92
P	\$44,926.36	\$50,241.23	\$55,640.11	\$57,047.76	\$58,311.96	\$59,957.19	\$62,330.98
Q	\$48,152.36	\$55,128.04	\$59,139.09	\$60,666.07	\$62,669.93	\$64,304.93	\$66,924.03

January 1, 2020 – June 30, 2020
\$500 Flat Amount

	1	2	3	4	5	6	7
A	\$25,296.62	\$26,565.26	\$28,503.34	\$29,364.98	\$30,154.61	\$31,080.30	\$31,695.58
B	\$26,100.58	\$28,607.43	\$30,515.45	\$31,253.27	\$32,188.20	\$33,003.77	\$33,733.76
C	\$27,320.18	\$29,457.31	\$31,398.39	\$32,206.35	\$32,906.94	\$33,881.15	\$35,321.47
D	\$28,423.54	\$30,287.05	\$32,284.87	\$33,127.11	\$33,827.24	\$34,961.52	\$37,077.58
E	\$29,623.94	\$31,620.76	\$33,733.38	\$34,571.84	\$35,412.32	\$36,497.11	\$38,231.99
F	\$30,884.67	\$33,112.00	\$35,462.44	\$36,326.90	\$37,243.54	\$38,341.07	\$40,046.14
G	\$32,201.94	\$33,928.22	\$36,639.86	\$37,585.61	\$38,503.34	\$39,711.82	\$41,775.77
H	\$33,199.62	\$35,585.89	\$38,493.04	\$39,730.31	\$40,646.14	\$42,089.78	\$44,879.91
I	\$34,689.70	\$36,702.42	\$39,708.57	\$40,883.04	\$41,973.17	\$43,391.74	\$46,037.31
J	\$35,831.74	\$39,313.35	\$42,600.37	\$43,630.56	\$44,782.26	\$45,955.99	\$48,038.80
K	\$37,255.48	\$40,879.91	\$44,355.33	\$45,411.75	\$46,637.82	\$47,840.64	\$50,046.52
L	\$38,654.92	\$42,559.98	\$46,275.45	\$47,378.82	\$48,624.94	\$49,888.12	\$52,402.57
M	\$39,990.71	\$44,459.48	\$48,280.21	\$49,502.63	\$50,819.90	\$52,253.51	\$55,988.87
M-W	\$39,990.71	\$44,459.48	\$48,280.22	\$49,502.63	\$50,819.90	\$52,253.50	\$55,988.87
N	\$42,018.49	\$46,940.30	\$50,775.22	\$52,253.75	\$53,505.53	\$55,270.30	\$59,107.24
O	\$43,636.03	\$48,681.55	\$54,035.71	\$55,346.15	\$56,600.08	\$58,137.60	\$60,807.92
P	\$45,426.36	\$50,741.23	\$56,140.11	\$57,547.76	\$58,811.96	\$60,457.19	\$62,830.98
Q	\$48,652.36	\$55,628.04	\$59,639.09	\$61,166.07	\$63,169.93	\$64,804.93	\$67,424.03

July 1, 2020 – June 30, 2021

	1	2	3	4	5	6	7
A	\$25,802.55	\$27,096.56	\$29,073.41	\$29,952.28	\$30,757.70	\$31,701.91	\$32,329.49
B	\$26,622.59	\$29,179.58	\$31,125.76	\$31,878.34	\$32,831.96	\$33,663.84	\$34,408.43
C	\$27,866.58	\$30,046.46	\$32,026.35	\$32,850.48	\$33,565.08	\$34,558.77	\$36,027.90
D	\$28,992.01	\$30,892.79	\$32,930.57	\$33,789.66	\$34,503.78	\$35,660.75	\$37,819.13
E	\$30,216.42	\$32,253.17	\$34,408.04	\$35,263.27	\$36,120.57	\$37,227.06	\$38,996.63
F	\$31,502.36	\$33,774.24	\$36,171.69	\$37,053.44	\$37,988.41	\$39,107.89	\$40,847.07
G	\$32,845.98	\$34,606.78	\$37,372.66	\$38,337.33	\$39,273.40	\$40,506.06	\$42,611.28
H	\$33,863.61	\$36,297.61	\$39,262.91	\$40,524.92	\$41,459.06	\$42,931.58	\$45,777.51
I	\$35,383.49	\$37,436.47	\$40,502.74	\$41,700.70	\$42,812.64	\$44,259.57	\$46,958.06
J	\$36,548.37	\$40,099.62	\$43,452.38	\$44,503.17	\$45,677.91	\$46,875.11	\$48,999.57
K	\$38,000.59	\$41,697.51	\$45,242.43	\$46,319.99	\$47,570.57	\$48,797.45	\$51,047.45
L	\$39,428.02	\$43,411.17	\$47,200.96	\$48,326.39	\$49,597.44	\$50,885.88	\$53,450.62
M	\$40,790.52	\$45,348.67	\$49,245.82	\$50,492.68	\$51,836.30	\$53,298.58	\$57,108.65
M-W	\$40,790.52	\$45,348.67	\$49,245.82	\$50,492.68	\$51,836.30	\$53,298.57	\$57,108.64
N	\$42,858.86	\$47,879.11	\$51,790.73	\$53,298.82	\$54,575.64	\$56,375.71	\$60,289.39
O	\$44,508.75	\$49,655.18	\$55,116.43	\$56,453.07	\$57,732.08	\$59,300.35	\$62,024.08
P	\$46,334.89	\$51,756.05	\$57,262.92	\$58,698.71	\$59,988.20	\$61,666.33	\$64,087.60
Q	\$49,625.41	\$56,740.60	\$60,831.88	\$62,389.39	\$64,433.33	\$66,101.03	\$68,772.51

July 1, 2021 – June 30, 2022

	1	2	3	4	5	6	7
A	\$26,318.60	\$27,638.49	\$29,654.87	\$30,551.32	\$31,372.85	\$32,335.95	\$32,976.08
B	\$27,155.05	\$29,763.17	\$31,748.28	\$32,515.91	\$33,488.60	\$34,337.12	\$35,096.60
C	\$28,423.91	\$30,647.39	\$32,666.88	\$33,507.49	\$34,236.38	\$35,249.95	\$36,748.46
D	\$29,571.85	\$31,510.65	\$33,589.18	\$34,465.45	\$35,193.86	\$36,373.96	\$38,575.51
E	\$30,820.75	\$32,898.23	\$35,096.20	\$35,968.54	\$36,842.98	\$37,971.60	\$39,776.56
F	\$32,132.41	\$34,449.73	\$36,895.13	\$37,794.51	\$38,748.17	\$39,890.05	\$41,664.01
G	\$33,502.90	\$35,298.92	\$38,120.11	\$39,104.07	\$40,058.87	\$41,316.18	\$43,463.51
H	\$34,540.88	\$37,023.56	\$40,048.16	\$41,335.42	\$42,288.25	\$43,790.21	\$46,693.06
I	\$36,091.16	\$38,185.20	\$41,312.79	\$42,534.71	\$43,668.89	\$45,144.76	\$47,897.22
J	\$37,279.34	\$40,901.61	\$44,321.42	\$45,393.23	\$46,591.46	\$47,812.61	\$49,979.56
K	\$38,760.60	\$42,531.46	\$46,147.28	\$47,246.39	\$48,521.98	\$49,773.40	\$52,068.40
L	\$40,216.58	\$44,279.40	\$48,144.98	\$49,292.92	\$50,589.39	\$51,903.60	\$54,519.63
M	\$41,606.33	\$46,255.64	\$50,230.73	\$51,502.53	\$52,873.03	\$54,364.55	\$58,250.82
M-W	\$41,606.33	\$46,255.64	\$50,230.74	\$51,502.53	\$52,873.03	\$54,364.55	\$58,250.82
N	\$43,716.04	\$48,836.69	\$52,826.54	\$54,364.80	\$55,667.15	\$57,503.23	\$61,495.18
O	\$45,398.93	\$50,648.28	\$56,218.76	\$57,582.13	\$58,886.72	\$60,486.36	\$63,264.56
P	\$47,261.59	\$52,791.17	\$58,408.17	\$59,872.69	\$61,187.96	\$62,899.66	\$65,369.36
Q	\$50,617.92	\$57,875.41	\$62,048.51	\$63,637.18	\$65,722.00	\$67,423.05	\$70,147.96

EXHIBIT G

LIST OF SHOP STEWARDS

The City recognizes Shop Stewards in the followings areas:

- Department of Finance
- Department of Parks and Recreation
- Department of Public Works
- Wilmington Police Department
- Wilmington Fire Department
- William "Hicks" Anderson Community Center
- Department of Licenses and Inspections
- Department of Real Estate and Housing

Wilmington, Delaware
December 5, 2019

#XXXX

Sponsor:

Council
President
Shabazz

WHEREAS, 40 states, including Delaware, have systems in which driver's licenses can be suspended when a defendant is unable to pay court or traffic fees; and

WHEREAS, Delaware is one of only five states in the nation that enforce mandatory and indefinite driver's license suspension without considering ability to pay; and

WHEREAS, these policies disproportionately affect Delaware's low-income residents, residents of color, and residents returning from the criminal justice system. Due to generational discrimination and a growing wage gap, Pew Research Center reported that African Americans are 2.8 times more likely to live in poverty than whites, and Hispanic Americans are 2.6 times more likely. Almost 60% of Wilmington residents are African American, and just under 11% of residents are Hispanic Americans. Therefore, almost 75% of Wilmington residents are susceptible to this growing poverty gap. In addition, 27% of Wilmington households are living under the poverty level; and

WHEREAS, indefinitely suspending driver's licenses impedes one's ability to travel to work, go to job interviews, and meet other obligations such as transportation to child care facilities, doctor appointments, probation and parole appointments all of which continues to impede the abilities of Returning Citizens and low-income residents to obtain lawful well-paying employment, pursue employment training, and/or additional education to improve their capabilities to pursue gainful employment causing such citizens to be at even greater disadvantage; and

WHEREAS, the American Community Survey reported over 75% of Wilmington residents drive to work in 2017, while only 12% residents took public transportation to their place of work. In addition, 27% of households live under the poverty line; and

WHEREAS, State Senator Brown, representing District 2 in Wilmington, is sponsoring Senate Bill 39 in the Delaware General Assembly that would prohibit license suspensions due to unpaid fees; gives power to the Courts to use their discretion to waive or modify fees, fines, costs, or assessments; and create a group to research the current financial obligations of persons who have served their sentences, or have been granted probation or parole; and

WHEREAS, on May 17th, 2018 the City Council resolved to support the American Civil Liberty Union's Campaign for Smart Justice with the passing of City Council Resolution #4535, which also recognizes "the obstacles faced by previously incarcerated individuals and its negative impact on individuals, the community, and the City of Wilmington"; and

WHEREAS, it is fundamental to the values of our State that all people have equal opportunities and no barriers to their ability to support themselves and their families.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the City Council strongly supports Senate Bill 39 as it is an important step in criminal justice reform by removing a significant barrier to the positive Re-Entry of Returning Citizens who will be better equipped to be able to seek and obtain lawful employment, job training, or additional education to support themselves and their families, and pay the fines, costs, or assessments owed to the State resulting from their conviction of unlawful activities thus providing a beneficial service to the residents of both Delaware and

the City of Wilmington as the communities in which the formerly incarcerated return to live and work.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution expresses strong support from the Wilmington City Council for the passage of Senate Bill 39 which prohibits the indefinite suspension of driver's licenses of those Re-Entering Society from incarceration and giving the Courts the power to take into consideration a person's ability to pay and where necessary grant modifications or waivers to such court mandated fees, fines, costs, or assessments thereby reducing the financial burdens on defendants and their opportunities to find lawful employment and meet their financial and societal obligations.

Wilmington, Delaware
November 7, 2019

#4742

Sponsor:

**Council
Member
Walsh**

Co-Sponsor:

**Council
Member
Johnson**

WHEREAS, City Council enacted City Code Section 2-232 establishing procedures for the Chief of the Wilmington Police Department to call for the commencement of an academy class if the manpower of the Police Department falls below ninety-five (95) percent of the number of police officers set forth in the position allocation list attached to the annual operating budget ordinance for the applicable fiscal year; and

WHEREAS, on May 21, 2019, the Council approved the annual operating budget ordinance for fiscal year 2020 (the "Budget Ordinance"); and

WHEREAS, the Chief of the Police Department has represented that it is anticipated, based upon normal attrition, that the manpower of the Police Department will fall below ninety-five percent of the number of police officers set forth in the position allocation list attached to Budget Ordinance by the end of 2019; and

WHEREAS, pursuant to City Code Section 2-232(b), the Chief of the Police Department has drafted a resolution calling for the commencement of an academy class for the Police Department once manpower falls below the requisite threshold, and presented it to Council for its review.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council hereby recognizes that the Chief of the Police Department has represented that it is anticipated that the manpower of the Police Department will fall below ninety-five percent of the number of police officers set forth in the position allocation list attached to the Budget Ordinance by the end of 2019 and has drafted a

resolution calling for the commencement of academy class for the Police Department once manpower falls below the requisite threshold.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: In this Resolution, the City Council recognizes that the Chief of the Police Department has represented that it is anticipated that the manpower of the Police Department will fall below ninety-five percent of the number of police officers set forth in the position allocation list attached to the fiscal year 2020 annual operating budget ordinance by the end of 2019 and has drafted a resolution calling for the commencement of an academy class for the Police Department once manpower falls below the requisite threshold.

W0107678