

**AN ORDINANCE TO AUTHORIZE A MULTI-YEAR AMENDMENT OF CONTRACT 15055DFPS (PARKING CITATION PROCESSING AND COLLECTION SERVICES) BETWEEN THE CITY OF WILMINGTON AND CONDUENT STATE AND LOCAL SOLUTIONS, INC.**

#4754

**Sponsor:**

**Council  
Member  
Freel**

**Co-Sponsor:**

**Council  
President  
Shabazz**

WHEREAS, pursuant to Sections 2-308 and 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of 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 desired to obtain parking citation processing and collection services and issued a request for proposals for such services; and

WHEREAS, after a thorough review of the proposals submitted and approval by City Council, the City entered into Contract 15055DFPS, a contract for four (4) years from March 1, 2016 to June 30, 2019 with the possibility of two (2) one-year extension periods, with Conduent State and Local Solutions, Inc. f/k/a Xerox State and Local Solutions, Inc. (the "Contract"), a copy of which is available for review in the Department of Finance; and

WHEREAS, the City would like to enter into an amendment to the Contract (the "Amendment"), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", which would: (1) add certain goods and services to the Contract, including an online citation appeals portal, replacement of all handheld devices with upgraded devices and GPS technology, and full collection services; (2) extend the Contract for two (2) years and two (2) months commencing on the date of execution of the Amendment at an estimated price of one hundred thousand, two hundred six dollars (\$100,206.00) per month (which will increase by two-and-a half percent (2.5%) every twelve (12) months after execution of the Amendment) plus thirty percent (30%) of net revenue from collection efforts; and (3) provide for two (2) additional extensions of one (1) year thereafter at the same price; and

**WHEREAS**, it is the recommendation of the Department of Finance that the City enter into the Amendment.

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

**SECTION 1.** The Amendment to the Contract between the City and Conduent State and Local Solutions, Inc., a copy of which, in substantial form, is attached hereto as Exhibit “A”, for the period of two (2) years and two (2) months commencing upon the execution of the Amendment, at an estimated price of one hundred thousand, two hundred six dollars (\$100,206.00) per month (which will increase by two-and-a-half percent (2.5%) every twelve (12) months after execution of the Amendment) plus thirty percent (30%) of net revenue from collection efforts, with the possibility of two (2) additional extensions of one (1) year thereafter at the same price, is hereby approved, and the City is hereby authorized to execute as many copies of said Amendment, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading.....December 12, 2019  
Second Reading.....December 12, 2019  
Third Reading.....

Passed by City Council,

\_\_\_\_\_  
President of City Council

ATTEST: \_\_\_\_\_  
City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

**SYNOPSIS:** This Ordinance authorizes the City to enter into a multi-year amendment (the "Amendment") to Contract 15055DFPS for parking citation processing and collection services with Conduent State and Local Solutions, Inc. (the "Contract"), which: (1) adds certain goods and services to the Contract, including an online citation appeals portal, replacement of all handheld devices with upgraded devices and GPS technology, and full collection services; (2) extends the Contract for two (2) years and two (2) months commencing on the date of execution of the Amendment at an estimated price of one hundred thousand, two hundred six dollars (\$100,206.00) per month (which will increase by two-and-a-half percent (2.5%) every twelve (12) months after execution of the Amendment) plus thirty percent (30%) of net revenue from collection efforts; and (3) provides for two (2) additional extensions of one (1) year thereafter at the same price.

**FISCAL IMPACT:** The fiscal impact of this Ordinance is a contract for the period of two (2) years and two (2) months commencing on the date of execution of the Amendment at an estimated price of one hundred thousand, two hundred six dollars (\$100,206.00) per month (which will increase by two-and-a-half percent (2.5%) every twelve (12) months after execution of the Amendment) plus thirty percent (30%) of net revenue from collection efforts, with the possibility of two (2) additional extensions of one (1) year thereafter at the same price.

W0108737

# **EXHIBIT A**

**AMENDMENT NO. 1 TO CONTRACT 15055DFPS  
(PARKING CITATION PROCESSING AND COLLECTION SERVICES)  
BETWEEN THE CITY OF WILMINGTON AND CONDUENT STATE AND LOCAL  
SOLUTIONS, INC. (F/K/A XEROX STATE AND LOCAL SOLUTIONS, INC.)**

This Amendment (this “Amendment”) is entered into this \_\_\_\_ day of January, 2020, by and between the City of Wilmington, a municipal corporation of the State of Delaware, (the “City”) and Conduent State and Local Solutions, Inc. f/k/a Xerox State and Local Solutions, Inc. (the “Contractor”).

WHEREAS, on March 1, 2016, the City and the Contractor entered into a professional services agreement (the “Agreement”), Contract 15055DFPS, for parking citation processing and collection services; and

WHEREAS, the City and the Contractor wish to amend the Agreement as stated below.

NOW, THEREFORE, WITNESSETH the City and the Contractor hereby agree as follows:

1. Schedule A of the Agreement is amended as follows:

A. Section 11 of Schedule A is amended to add a new subsection (a) as follows:

“11a. Online Citation Appeals: The Contractor shall provide access to an online citation appeals portal for all customers wishing to enter an appeal. Appeals may be submitted through an internet URL, available on mobile devices and computers. Appeals shall be entered into the eTIMS<sup>®</sup> system for recordation and subsequent disposition by the Contractor.”

B. Section 12 of Schedule A is amended to add a new subsection (a) as follows:

“12a. Handheld Devices: The Contractor shall replace all handheld devices as provided under the Agreement with upgraded devices and GPS technology. These devices will also provide photographs that will be uploaded to the eTIMS<sup>®</sup> system.”

C. Section 13 of Schedule A is amended to add a new subsection (a) as follows:

“13a. Collections and Payment Arrangements: In addition to the minimum activities under the Agreement, the Contractor shall provide full collection activities, including all notifications to delinquent violators on outstanding citations, calls to delinquent violators, searches on Contractor accessible governmental databases, skip traces, and other means to collect on outstanding accounts receivable. All collection activity will be centralized in Contractor, including updating records in the database for weekly review by the City. Payment arrangements will be provided to customers who need financial assistance in satisfying their outstanding payments. The Contractor will follow City prescribed rules on term, deposit and interest on the arrangements.”

2. Article 2 of the Agreement is deleted and replaced in its entirety as follows:

“Article 2. Compensation

It is understood and agreed by and between the parties hereto that the amount of compensation for the Agreement, including the additional services included in this Amendment, shall be:

- (a) One Hundred Thousand Two Hundred Six Dollars (\$100,206.00) per month for parking ticket processing, booting, digital permits and customer service commencing on the date of execution of this Amendment. The fixed monthly fee will increase by two-and-a-half percent (2.5%) for cost of living adjustments every twelve (12) months after the date of execution of this Amendment; and
- (b) Thirty percent (30%) of net revenue from collection efforts commencing on the date of execution of this Amendment.

The Contractor understands and agrees that the quantities shown may be altered by the conditions found during the progress of the work and agrees that the City may increase or decrease quantities of work to be done under any item. The Contractor further agrees that in case of discrepancies in the unit prices or in their extensions, the written unit prices will be the basis for payment. The Contractor further agrees that all work required thereof is covered by the unit prices herein and that no other payment will be allowed. Payments shall be due to the Contractor within thirty (30) days of the City’s receipt of an undisputed invoice.

The City will be responsible for all costs associated with the handheld ticket stock.”

3. Article 3 of the Agreement is deleted and replaced in its entirety as follows:

“Article 3. Term

The term of this Agreement, as amended by this Amendment, shall commence on the date of execution of this Amendment and shall continue for a period of two (2) years and two (2) months. The parties may, by mutual consent, extend the Agreement for two (2) one-year option periods thereafter in accordance with all existing terms and conditions of the Agreement and this Amendment.”

4. All other terms and conditions of the Agreement shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Amendment to the Agreement on the date first written above.

THE CITY OF WILMINGTON

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
By: J. Brett Taylor  
Title: Director of Finance

CONDUENT STATE AND LOCAL  
SOLUTIONS, INC.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

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