



City of Wilmington

Charles M. "Bud" Freel
City Council Member, 8th District

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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**

Finance & Economic Development Committee Meeting

Wednesday, January 8, 2020

5:00 p.m.

1st floor Council Committee Room

Agenda

- Ord. 19-055 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.
- A Resolution Authorizing a Grant to Christina Cultural Arts Center
- FY2020 2nd Quarter Expenditure Report Overview per City Code by Office of Management & Budget

Posted 1/03/20 (Rev. 2)

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 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® 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® 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:

W0108333

Wilmington, Delaware
January 16, 2019

#XXXX

Sponsor:

Council
Member
Guy

WHEREAS, Section 2-369 of the City Code requires grants awarded by the Mayor, City Council or the City Treasurer in the amount of \$5,000 or more to be approved by resolution of City Council; and

WHEREAS, City Council seeks to award a grant of \$1,000 to Christina Cultural Arts Center, Incorporated, in that City Council has already awarded grants amounting to \$4,900 to Christina Cultural Arts Center, Inc., during this Council Session, this new grant award of \$1,000 is from Council's Discretionary Funds and must be approved by Council; and

WHEREAS, arts programs - including dance, music, visual art, performing arts – have been proven to have significant positive effects in communities across the world. The arts and cultural programs bring together diverse groups of people to engage them in experiencing the cultural heritage and artistic expressions of the many groups that comprise their whole community; and

WHEREAS, The Christina Cultural Arts Center, Inc. has been an important Non-Profit Community Organization in the City of Wilmington since 1945 when the Women's Club of Trinity Episcopal Church began to provide activities for immigrant Polish and Swedish working-class families; and

WHEREAS, since 1969 the Christina Cultural Arts Center Inc. has served as a community arts center with a focus on preserving African-American heritage. Today, the Center has more than 2,200 community members in arts classes and cultural programs and more than 10,000 people attend the various artistic exhibitions and events put on by those in the Center annually; and

WHEREAS, arts programming provides fundamental positive benefits to communities, uplifting the artistic endeavors and accomplishments of various cultural and ethnic groups comprising our communities. The mission of the Christina Cultural Arts Center Inc. is “to make affordable arts, education, career training, exhibitions and live performances accessible to youth and adults in a welcoming learning environment”, and

WHEREAS, the board of directors of the Christina Cultural Arts Center, Incorporated has recently finalized a transition in its executive leadership from the well-respected, arts educator, nationally acclaimed vocalist, public education advocate and community social justice activist, H. Raye Jones Avery, who provided exceptional professional leadership of CCAC and the Wilmington community for 28 years as Executive Director of CCAC that will now be led through the board’s selection and hiring of James Ray Rhodes, another exceptionally accomplished professional, as the next executive director of this outstanding and highly respected institution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that it is appropriate and fitting to award an additional grant of \$1,000 to the Christina Cultural Arts Center Inc, during this transitional period in its continued service to the youth and community members of Wilmington in ongoing efforts to preserve and showcase African-American art and cultural heritage through the provision of arts classes and cultural programs.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution expresses strong support from the Wilmington City Council for the work of the Christina Cultural Arts Center Inc. and further states its intent to award the Christina Cultural Arts Center, Inc, an additional grant of \$1,000 during this period of executive leadership transition. As stated in Section 2-369 of the City Code, in order to provide such a grant, this resolution must be passed by City Council.

DRAFT