

RES 17-063

Wilmington, Delaware  
September 21, 2017

**WHEREAS**, the City of Wilmington is responsible for the provision of a broad range of services to residents and guests of Delaware's largest municipality, and on a daily basis City officials work to address challenges and opportunities related to the economic, cultural and social dimensions of life in Wilmington; and

**WHEREAS**, the exercise of these duties and the fulfillment of the pursuant obligations often times can benefit from the value of research and the proposition of data- and research-driven recommendations; and

**WHEREAS**, the City of Wilmington has historically benefitted from the proximity of the University of Delaware and Delaware State University, high-quality and well-regarded research institutions with the capacity to provide substantial support in the realm of research and policy, through both institutional partnerships and through the engagement of individuals and research centers with the City and its various departments and agencies; and

**WHEREAS**, it is in the best interests of the City of Wilmington, the University of Delaware and Delaware State University to formalize a relationship of mutual benefit – one which has been built over time through individual projects, collaborations, and both internships and fellowships for students, with resulting value for the Universities through community engagement and student enrichment, and for the City through access to high-quality research and data, as well as to University personnel; and

**WHEREAS**, City Code Sec. 2-10 establishes guidelines for

#4408

**Sponsors:**

**Council  
President  
Shabazz**

**Council  
Members  
Chukwuocha  
Freel  
Harlee  
McCoy  
Oliver  
Walsh  
Williams**

**Co-Sponsor:**

**Council  
Member  
Dixon**

relationships between the City of Wilmington and other governmental or quasi-governmental agencies, requiring City Council endorsement of such agreements as the present; and

**WHEREAS**, the purpose of establishing a Mutual Support Agreement between the City of Wilmington, the University of Delaware and Delaware State University (the "Agreement") is to establish a framework for the parties to cooperate and collaborate together as key institutions addressing the most compelling challenges and opportunities faced by the City; and

**WHEREAS**, under the Agreement, the parties will endeavor to organize and exchange data, information, and knowledge pertaining to economic, fiscal, social, cultural, physical characteristics, and needs of the City, as well as work together to design and execute research projects that produce useable knowledge about the nature, scope, and scale of problems and opportunities faced by the city, and alternatives ways of managing them.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILIMINGTON**, that the Agreement between the City of Wilmington, the University of Delaware and Delaware State University, a copy of which is attached hereto and made part hereof as "Exhibit A", is hereby approved and the Mayor or his or her designee is hereby authorized and directed to execute as many copies of the said Agreement as may be necessary, and to take any further steps necessary to effectuate this Agreement and fulfill the City's obligation under the Agreement.

Passed by City Council,  
September 21, 2017

ATTEST: Maribel Seijo  
City Clerk

Approved as to form this  
19 day of September 2017.

Walter B. L. J.  
Assistant City Solicitor

Approved this 21 day of Sept, 2017.

[Signature]  
Mayor

**SYNOPSIS:** This Resolution approves the Mutual Support Agreement between the City of Wilmington, the University of Delaware and Delaware State University, to be effective upon execution.

## **EXHIBIT A**

### **University of Delaware and Delaware State University *and* City of Wilmington**

## **Public Policy Partnership Master Agreement**

The City of Wilmington (CITY) is a municipal corporation and the largest city in the state of Delaware. It is committed to providing a range of high quality public services to enhance the economic, social, cultural, physical and environmental quality of life for current and future residents, businesses, nonprofit organizations and visitors.

The University of Delaware (UD) is a land-grant, sea-grant and space-grant university committed to excellence and consequential impact in its educational mission to cultivate learning, develop knowledge and foster the free exchange of ideas. The UNIVERSITY has adopted five strategic initiatives to advance its commitment to excellence as articulated in "Delaware Will Shine, a Blueprint for a Pre-Eminent Learner-Centered Research University," including the strategic initiative of Community Engagement in Delaware and beyond.

Delaware State University (DSU) enjoys a long history as one of America's Historically Black Colleges and Universities. Founded in 1891 as the State College for Colored Students, DSU is proud of its heritage as one of the country's first land-grant educational institutions. The University has a student enrollment of more than 4,500 students. Since 1891 its main campus in Dover has grown from a 100-acre property with three buildings to a beautiful 356-acre pedestrian campus with over 50 buildings and four outdoor athletic fields. It also has locations in Wilmington and Georgetown.

As key institutions in and for the State of Delaware, UD, DSU and the CITY recognize shared, overlapping and complementary objectives dedicated to consequential quality of life improvements for the communities and residents of the State of Delaware.

In furtherance of these objectives UD, DSU and the CITY enter into this "Public Policy Partnership Master Agreement" (MASTER AGREEMENT) which is defined as follows:

### **ARTICLE I**

UD, DSU and CITY will work together to explore, identify and define opportunities to cooperate and collaborate together as key institutions addressing the most compelling challenges and opportunities faced by the CITY.

## ARTICLE II

UD, DSU and CITY will actively encourage innovative and collaborative community engagement initiatives, projects and opportunities dedicated to the public good at the stakeholder levels within each institution (including, as appropriate, with individual colleges, research centers, faculty, staff, students and alumni within the university communities and with City Council, the Office of the Mayor, departments, commissions, and other appropriate stakeholder groups inside and outside of the City that are consistent with the mission, purpose and resources of each institution. These may include:

- a. The organization and exchange of data, information and knowledge pertaining to economic, fiscal, social, cultural and physical characteristics and needs of the city;
- b. The design and execution of research projects that produce useable and actionable knowledge about the nature, scope and scale of problems and opportunities faced by the city, and the drafting of alternative policies, programs, project and procedures for addressing and managing them along with performance metrics to gauge success;
- c. The possible establishment of internships, apprenticeships, fellowships, courses and volunteer opportunities designed to complement and strengthen the community engagement and civic leadership efforts of UD, DSU and the CITY; and
- d. The possibility of the CITY, DSU and UD jointly joining national or international networks that support partnerships between cities and universities, such as the MetroLab Network, which encourage and enhance the ability of cities and institutions of higher education to work together to investigate, develop and implement projects and programs that offer technological and analytically-based solutions to challenges facing urban areas.
- e. UD, DSU, and the CITY working together to bring Wilmington into the forefront of smart cities.

## ARTICLE III

The establishment, operation, success and durability of this MASTER AGREEMENT requires a strong organizational framework. Recognizing such, DSU, UD and CITY agree that it will:

- a. Establish a "Public Policy Partnership Steering Committee" (STEERING COMMITTEE) consisting of representatives from the UD, DSU and CITY, and may, at its discretion, temporarily or permanently expand its membership to include representatives from other organizations or groups not directly affiliated with the DSU, UD or CITY.
- b. The STEERING COMMITTEE shall be responsible for defining and maintaining a list of specific projects, programs and activities to be carried out under this agreement, and monitoring the work done under this agreement.
- c. The members of the STEERING COMMITTEE shall annually and collectively choose the chairperson of the STEERING COMMITTEE. The chairperson will work collaboratively to lead the STEERING COMMITTEE.
- d. The STEERING COMMITTEE will set its own operating and decision rules and schedule of meetings.

- e. As UD, DSU and CITY are willing and able, they will provide staff support to assist the STEERING COMMITTEE in coordinating its activities.
- f. The STEERING COMMITTEE shall become operational immediately upon the execution of this agreement and will remain operational for as long as this agreement is in force.
- g. Pursuant to Wilmington City Code Section 2-10 (Agreements with other governmental or quasi-governmental agencies for mutual support), this Master Agreement must be approved by resolution of City Council in order to become fully executed. City Council's approval of this MASTER AGREEMENT shall constitute approval of any future PROJECT AGREEMENTS (as defined in Article IV of this MASTER AGREEMENT) with respect to Wilmington City Code Section 2-10, because they are extensions of this MASTER AGREEMENT and the parties' partnership. Notwithstanding, City Council reserves all other approvals that may be required for various Project Agreements under applicable law. Additionally, all personnel of the City and of any governmental or quasi-governmental agency must perform their duties in accordance with applicable professional standards and with at least minimum standards of personal behavior to include basic decent respect for authority and for fellow human beings.

#### **ARTICLE IV**

In furtherance of this MASTER AGREEMENT, it is the intention of the universities and the City to enter into other specific agreements, understandings or commitments as collaborative initiatives, projects or opportunities are developed from time-to-time that honor the intent and objectives of this MASTER AGREEMENT. Each such initiative, project or opportunity shall be fully described in a separate document, to be called a "Partnership Project Agreement" (PROJECT AGREEMENT). Each PROJECT AGREEMENT shall include a budget indicating the financial and/or in-kind resources needed to implement the activity and the source(s) of these resources. A template for the PROJECT AGREEMENT will be developed by the Steering Committee, but may be modified as needed with the concurrence of the CITY, DSU and/or UD for any individual project.

It is understood that this MASTER AGREEMENT establishes the framework for the exploration and encouragement of cooperation and mutually beneficial collaborations of all manner and nature involving the CITY, UD and/or DSU. Any legally binding and enforceable obligation created pursuant to this MASTER AGREEMENT shall be identified as such in any PROJECT AGREEMENT entered into under this MASTER AGREEMENT.

Except as may be otherwise provided in any individual PROJECT AGREEMENT regarding a specific initiative, project or opportunity, DSU, UD and the CITY further agree that this MASTER AGREEMENT shall remain in full force and effect without term limit unless written notice to the other parties' Steering Committee members is given by any party hereto, with at least 60 days' notice, that it seeks to conclude this commitment and framework for ongoing and future cooperation and collaboration.

UD, DSU and the CITY hereby enter into this Public Policy Partnership Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

**UNIVERSITY OF DELAWARE**

By: \_\_\_\_\_  
Dennis Assanis, Ph.D.  
President

**DELAWARE STATE UNIVERSITY**

By: \_\_\_\_\_  
Harry L. Williams, Ph.D.  
President

**CITY OF WILMINGTON,  
DELAWARE**

By: \_\_\_\_\_  
Michael S. Purzycki  
Mayor

By: \_\_\_\_\_  
Hanifa Shabazz  
President of City Council