



**Sponsor Agreement**

between

**City of Kelowna (The City)**

**1435 Water Street, Kelowna, BC V1Y 1J4**

and

**Kelowna-Kasugai Sister City Association (The Sponsor)**

**(P.O. Box 30088, RPO Kelowna, BC V1V 2M4)**

**Attention: President**

**Whereas:**

The City has, by Council resolution R550/14/07/28 approved the revised Council Policy 355 (Sister City Policy); and

The Sister City Policy provides that a Sponsor Agreement should be established between The City and the Kelowna-Kasugai Sister City Association as The Sponsor of the Sister City relationship between the City of Kelowna and the City of Kasugai, Japan;

This agreement sets out the roles and responsibilities of the City and the Sponsor in fulfilling the objectives of the Sister City Policy and the Sister City relationship with Kasugai, Japan (the Sister City).

1. The term of this agreement will be three (3) years commencing January 1, 2019 and ending December 31, 2021.
2. This Agreement may be renewed for an additional period of up to five (5) years, pursuant to the Sister City Policy.
3. This Agreement can be amended at any time by written agreement of the City and the Sponsor.
4. The Sponsor, as the lead organization responsible for the Sister City relationship, will fulfill the role of ambassador of international goodwill for the benefit of the City by:
  - a) creating cultural, educational, recreational and economic programs and activities which develop and promote interest in the Sister City and benefit the City of Kelowna;
  - b) assisting City officials when meeting with their counterparts from the Sister City and organizing local cross-cultural events;
  - c) providing representation at official and community events and celebrations;
  - d) facilitating and fundraising for exchange visits between the City and the Sister City at least once every three (3) years;
  - e) providing volunteer and financial resources to support and fund the Sister City relationship;
  - f) responding to requests for information regarding the Sister City and the activities within the Sister City relationship; and
  - g) establishing an active working Committee which is inclusive and reflective of the City of Kelowna and which has provided for ongoing recruitment.
5. The Sponsor will, in administering the Sister City relationship:
  - a) provide documentation to the City verifying that the Sponsor is a registered British Columbia Society in good financial standing and that it has the authority, by resolution of its directors, to enter into this agreement;
  - b) demonstrate proof of insurance, satisfactory to the City;
  - c) abide by all applicable by-laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction over the activities of the Sponsor;
  - d) not assign or transfer any interest in this agreement or the Sister City relationship without the prior written consent of the City;

- e) indemnify and hold harmless the City and its personnel from all actions, proceedings, losses, expenses, and costs arising out of, or in any way connected with the Sponsor's activities, any breach or default by the Sponsor under this agreement, or any wrongful act, omission, or negligence of the Sponsor;
  - f) seek approval from the City prior to issuing any communication with the public, including any media organization, with regard to the Sister City relationship;
  - g) acknowledge the financial assistance of the City of Kelowna on all communications and promotional materials relating to the Sister City relationship, such as programmes, brochures, posters, advertisements, websites, news releases and signs; and
  - h) provide regular reports and requested information to the City of Kelowna in a prescribed format including Committee meeting minutes and annual work plans, budgets and reports to City of Kelowna.
6. The City will:
- a) receive an annual report from the Sponsor in a format acceptable to the City of Kelowna;
  - b) in discussion with the Sponsor, complete an annual review of the Sponsor's annual work plans, budgets, reports and information to identify achievements and possible areas for improvement in the fulfillment of the Sponsor Agreement;
  - c) provide annual matching funding to the Sponsor in accordance with Council Policy 355 (attached); and
  - d) in accordance with Council Policy 355, the City may consider an annual grant application from the Sponsor such application(s) to be adjudicated in accordance with the program guidelines. Grants are awarded on an annual basis, based on the merits of the application and the program criteria. Applicants must re-apply each year. Continued funding is not guaranteed. Depending on the nature of the application and the program guidelines, application-based grant funding may be in addition to, or an alternative to, the annual matching funding specified above in section 6(c).
7. If the Sponsor violates or fails to comply with any provisions of this agreement, the City may provide fair notice to the Sponsor of default. If the default is not rectified to the City's satisfaction within the time specified in the City's notice, city staff will recommend to City Council that this agreement be terminated.
8. In the event that this agreement expires at the end of the term and is not renewed, or is terminated by the City prior to the end of the term, the City may:
- a) Seek a new Sponsor to support the Sister City relationship; or
  - b) Terminate the Sister City Relationship with Kasugai, Japan.

**We agree to the terms and conditions outlined in this Agreement.**



On behalf of the Sponsor Organization

Print Name: Arlene Henderson

19 Feb 2019.

Date

On behalf of the Sponsor Organization

Print Name:

Date

On behalf of the City of Kelowna

Print Name:

Date

On behalf of the City of Kelowna

Print Name:

Date