

City of Kelowna 1435 Water Street Kelowna, BC V1Y 1J4 250 469-8500 kelowna.ca

Council Policy

Sister Cities

APPROVED October 4, 2010

Contact Department: Cultural Services

Policy Statement

The City of Kelowna will consider the establishment of Sister City relationships with other municipalities that have potential benefits to the City of Kelowna and the broader community through cultural, educational, recreational and economic activities and opportunities.

Purpose

The purpose of this policy is to establish guidelines within which Sister City relationships with other municipalities may be established and maintained. A Sister City relationship is intentionally created by two or more city governments through a formal agreement.

Background

Sister City relationships between communities can foster a range of cultural, educational, recreational and economic benefits and opportunities. Council may, through application of the criteria and procedures in this policy, receive, review and decline or approve proposals for the establishment of new Sister City relationships. The policy also provides for management of the relationships once established, through liaison, reporting and Sponsorship Agreements with local organizations primarily responsible for Sister City activities. The policy recognizes current Sister City relationships with Kasugai (Japan) and Veendam (The Netherlands), provides for continuing support of their activities, and specifies how the new policy will apply to them.

Definitions

<u>Sponsor organization</u>: A local organization that will manage the Sister City relationship. The organization must be based in the City of Kelowna and either designated as a non-profit society or have a fiscal agency that meets the same criteria.

<u>Sister City</u>: A city that has entered into a formal relationship with the City of Kelowna through a Sister City Agreement.

Sister City Committee: A Committee of the sponsor organization organized to manage the Sister City relationship.

<u>Sister City Agreement</u>: A memorandum of understanding between Kelowna and another city outlining the terms of the Sister City relationship.

<u>Sponsor Agreement</u>: A memorandum of understanding between the City of Kelowna and a sponsor organization outlining the requirements for managing the Sister City relationships.

Procedure

The "Sister City" model is based on community to community relationships. These relationships will be built on the following principles:

Similarity - there are identifiable similarities or mutual interest between the City of Kelowna and the proposed Sister City.

Exchange - there is potential for cultural, educational, recreational and/or economic exchange.

Reciprocity - As a Sister City there are reciprocal benefits and opportunities for both parties to develop relationships through cultural, educational, recreational and economic activities.

Community driven - there is active leadership, involvement and support by the community, through an existing organization or business, to both establish and maintain the relationship.

Strategic Benefit – the short-term and long-term benefits of the relationship outweigh the public costs of entering into or maintaining the relationship.

Exclusivity & Proximity - the City of Kelowna does not have a Sister City relationship with any other municipality in the same country or within close proximity of a proposed Sister City location

Stability – the country in which the Sister City is situated has a stable political climate as determined by the Department of Foreign Affairs and International Trade (DFAIT). https://travel.gc.ca/news-warnings/warnings

a. Criteria

- 1. Sister City relationships may only be established by resolution of Council of the City of Kelowna. Council has the discretion to accept or reject proposals and its decision will be final.
- 2. City Council may also consider the number of existing Sister City relationships already in place and may determine at any time that no further Sister City relationships will be established.
- 3. The following criteria will be applied in reviewing a proposal to establish a Sister City relationship:
 - The proposed relationship reflects the principles of similarity, exchange, reciprocity, strategic benefit, exclusivity and stability expressed in this policy
 - There is active leadership, involvement and support by the community in the proposed Sister City
 - There is a lead sponsoring organization in each City which has the capacity to fulfill the responsibilities within the Sister City relationship including:
 - o Provision of regular committee meeting minutes and annual work plans, budgets and reports to municipal officials.
 - o Representation at official and community events and celebrations.
 - o Facilitation of exchange visits between the two cities at least once every 5 years.
 - o Provision of volunteer and financial resources to support the relationship.
 - Establishment of an active working Committee which is inclusive and reflective of its host community and has provided for ongoing recruitment.

b. The Proposal Process

- 4. Prior to initial consideration by Council the Sponsor Organization must submit to the Cultural Services Branch of the City of Kelowna a detailed written proposal including the following information:
 - Name of Municipality and Country of the proposed Sister City;
 - Demographic profile of the proposed Sister City;
 - Description of the short and long term benefits to both cities including identifiable similarities and mutual interest;
 - Summary of the Sponsor Organization's activities to date;
 - A three-year work plan projected from the date of City Council preliminary approval, including arrangements for formalizing the relationship;
 - Budget for the work plan with identified funding sources including a detailed fundraising plan to ensure that the Sponsor Organization is financially self-sufficient;
 - Description of the proposed Sister City's expectations for the relationship with Kelowna;
 - Letters of commitment from members of the Sponsor Organization supporting the intent to become active members of the Sister City Committee;
 - List of at least 10 Kelowna residents interested in becoming members of the Sponsor Organization indicating their intention to participate in the sister city relationship. The list will include address, phone number and email address for each person;

- If the request is coming from outside Kelowna to Mayor and Council then a letter of invitation is required from the Mayor of the proposed sister city and the Sponsor Organization; and
- Letters of collaboration from businesses, educational institutions or other parties.
- 5. Upon receipt of a proposal, City staff will review the proposal against the principles and criteria in this policy and provide recommendations to City Council.

c. Establishment Process

- 6. If the Sister City relationship has been recommended by Cultural Services staff and given approval to proceed by City Council, the following actions will be taken:
 - a) The proponent will be notified in writing;
 - b) A formal letter of interest will be forwarded from the Mayor of Kelowna to the Mayor of the proposed Sister City;
 - c) A Sister City Agreement is developed with the Sister City for an initial term of three (3) years with provision for renewal; and
 - d) A Sponsor Agreement is developed with the Sponsor Organization in Kelowna for an initial term of three (3) years with provision for renewal (sample attached). Based on the proposal, staff recommendations and Council direction, the Sponsor Agreement may or may not provide for financial support from the City for the Sponsor Organization's sister city activities.
- 7. The final agreements will be presented to Council to formally establish the Sister City relationship and a formal signing ceremony is arranged by City staff.
- 8. All Sister City relationships, including new relationships approved pursuant to this Policy, and relationships in existence at the time this Policy is approved, may benefit from ongoing base budget allocated specifically for expenses associated with:
 - a) Kelowna hosting visiting delegations from Sister Cities; and
 - b) Purchase of gifts to be given by City of Kelowna Council members when visiting Sister City hosts.

This budget is not to be used for travel expenses. Expenditures from this budget must be approved by Council.

- 9. At least 6 months prior to the expiry of the initial three (3) year term, an assessment will be undertaken by Cultural Services staff and representatives from the Sponsor Organization to determine whether the goals and objectives of the relationship have been met. If the assessment is favourable and all parties wish to continue the relationship, the Sponsor Organization will provide a formal request for renewal, specifying its preferred renewal period, supported by a workplan for the renewal period.
- 10. If the assessment is unfavourable or if Council deems it necessary for any reason, the Sister City relationship may be ended at the expiry of the initial three (3) year term upon direction from City Council. In this event, all privileges and obligations associated with the Sponsor Agreement and the Sister City Agreement will be at an end.

d. Application of this Policy to existing Sister City relationships

- 11. The Kelowna Kasugai Sister City Association (KKSCA) and the Kelowna Veendam Sister City Association (KVSCA) may continue to submit an annual letter of request to the City for allocated ongoing base budget provided that:
 - a) The request is received no later than December 1 of the year preceding the budget year;
 - b) The request is supported by financial statements and any other documentation requested by the City, demonstrating that the Association has raised sufficient funds to match or exceed the amount of funding requested from the City; and
 - c) If the request for base budget exceeds \$2,500, Council approval is required and will be based on the proposed use of the funds, demonstrated matching of the funds through other sources, and financial need.
- 12. For 2015 and all subsequent budget years, any Sister City Association wishing to obtain funding from the City of Kelowna exceeding the allocated ongoing base budget will be required to submit an application for funding through a City of Kelowna grant program. In order to be eligible for application-based grants, the applicant must meet the criteria in the program guidelines, which may include a requirement to forego base budget funding in the year of the application.
- 13. Sections 6(d), 8 and 9 of this Policy will apply to the KKSCA and the KVSCA effective upon adoption of this Policy, and both Associations will be required to enter into a Sponsor Agreement.

THIS AGREEMENT IS USED PURSUANT TO SISTER CITY POLICY 355

This agreement dated (insert)



Sponsor Agreement

between

City of Kelowna (The City)

1435 Water Street, Kelowna, BC V1Y 1J4

Attention: Cultural Services Manager

and

(sponsor organization) (The Sponsor)

(<mark>address</mark>)

Attention: (name)

Whereas:

The Sponsor has submitted a proposal to the City for the establishment of a Sister City relationship with (city) pursuant to Council Policy 355 (Sister City Policy); and

The City has, by Council resolution xxx on (date) approved the establishment of a Sister City relationship with (city) (the Sister City);

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 (city).

- 1. The term of this agreement will be three (3) years commencing (date) and ending (date).
- 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) vears:
 - 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 Council and Cultural Services staff.

6. The City will:

- a) receive an annual report from the Sponsor as Public in Attendance at a regular council meeting;
- b) in discussion with the Sponsor, complete an annual review of the Sponsor's annual work plans, budgets, reports and information to identify particular achievements and possible areas for improvement in the fulfillment of the Sponsor Agreement; and
- 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 (city).

we agree to the terms and conditions outlined in this Agreement.		
On behalf of the Sponsor Organization Print Name:	Date	
On hohalf of the City of Volence		
On behalf of the City of Kelowna Print Name:	Date	