



staff report

May 19, 1982

To: The Honorable City Council

Subject: SISTER CITY COMMITTEE

ACTION: Comment/Direction

RECOMMENDATION:

It is recommended that Council review the attached documents, allow the Sister City Committee to present its proposal, and consider scheduling the matter for a future Study Session.

DISCUSSION:

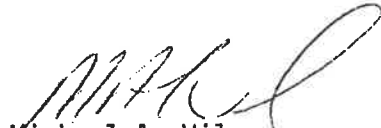
The South San Francisco Sister City Committee, after having met with the City Council, explored its various organizational options and appears to favor the non-profit corporation approach.

Attached are copies of draft Articles of Incorporation and By Laws which contain their objectives, purposes and relationship with the City. In addition, the Committee is suggesting a formal agreement with the City, setting forth services to be rendered, and financial obligations.

The intent of this Staff Report is to transmit the Committee's draft documents (which have not been reviewed by our legal staff), and to agendaize the subject so that Mr. Alvaro Bettucchi can present the Committee's proposal.

C. Walter Birkelo
City Manager

By:


Michael A. Wilson
Assistant City Manager

CWB:MAW:ad
Attachment

CITY OF SOUTH SAN FRANCISCO RECORDS
FILE NO. 503

D R A F T

AGREEMENT WITH SOUTH SAN FRANCISCO SISTER CITY, INC.
FOR IMPLEMENTATION OF SOUTH SAN FRANCISCO'S 1982-83
SISTER CITY PROGRAM

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between the City of South San Francisco, a municipal corporation of the State of California (hereinafter "City"), and South San Francisco Sister City, Inc., a nonprofit corporation of the State of California (hereinafter "Agency").

W I T N E S S E T H

WHEREAS, the Council of the City of South San Francisco has found that the promotion, establishment, development and implementation of a Sister City program by and between the City and the City of "Lucca" in the country of "Italy" will promote the public peace, health, safety and general welfare of the City and of its people, in that such a Program will:

- a) Foster, facilitate and promote the exchange of information and ideas for the betterment of municipal affairs in the City; and the development of better ways and means of handling and solving municipal problems in the City;
- b) Foster, promote and facilitate the exchange of information and ideas for the cultural betterment of the City and of its people;
- c) Promote and enhance the knowledge, understanding and education of the City and of its people;
- d) Foster and promote peace by facilitating and developing mutual understanding and goodwill between the City and said other cities; and

WHEREAS, City desires to implement its Sister City Program with the City of "Lucca" in the country of "Italy" in the manner hereinafter provided, and for such purposes seek to secure the services of agency; and

CENTRAL RECORDS

FILE NO. 5153

WHEREAS, Agency is willing to perform the hereinafter specified services for and on behalf of the City in accordance with and subject to the provisions of this Agreement; and

WHEREAS, City in adopting its budget and annual appropriation ordinance for City's fiscal year 1982-83, provided sufficient funding for Agency to provide certain services during the entire fiscal year.

NOW, THEREFORE, for and in consideration of their respective promises, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

SECTION 1. Agency agrees, during the term hereof, to perform all of the following services for and on behalf of City, to wit:

a) Meet and receive, for and on behalf of City, any and all official representatives of the cities, Lucca, Italy respectively, who may officially visit City as part of the Sister City Program established between each of said cities respectively, and City;

b) Plan, arrange for, and sponsor public breakfasts, lunches and dinners at which said official representatives of said Sister City may be formally received by representatives of City and other citizens of South San Francisco, California. Any and all members of the public, who may wish to do so, shall be permitted to be present at and participate in such affairs. Such discussions shall be encouraged between representatives of said Sister City and other persons present at such affairs as will foster, promote, and facilitate the accomplishment of the objectives of City's Sister City Program, as said objectives are set forth in Page 1 of this Agreement. The costs and expenses of such breakfasts, lunches and dinners and of lodging accommodations and local transportation shall be borne by Agency, except to the extent that Agency requires persons attending such affairs to pay for their own breakfasts, lunches, dinners, lodging and

transportation; providing and excepting, however, that Agency shall provide and pay for, subject to such right or reimbursement as it may have under other provisions of this Agreement, lodging accommodations and local transportation for the officials specified in subparagraph (3) hereof, and breakfasts, lunches and dinners for such of the following officials as may attend such affairs, to wit:

1. The Mayor of the City of Lucca, or his authorized representative.
 2. The President of Agency, or such representative as may be authorized by Agency to appear on his behalf;
- c) Purchase and present to said official, mementos of the City of South San Francisco;
- d) Prepare, arrange and conduct appropriate exhibits at the Municipal Services Building, and other appropriate locations, for the purpose of publicizing City's Sister City Program and for the purpose of informing the general public about said program;
- e) Prepare programs for said activities, and take photographs of said activities and of official representatives attending the same;
- f) Pay for the registration, student allowance, student supplies, family support, student receptions and student housing for exchange students officially designated as such by the City of "Lucca, Italy."
- g) Furnish advance notice to City and to the local press and other news media, of the arrival of said representatives and of the time and place at which the above mentioned affairs will be held;
- h) Pay all costs and expenses incurred in connection with the above, or otherwise protect City from any costs, obligation or liability therefor, subject to such right of reimbursement as may be hereinafter provided for.

SECTION 2. In consideration of the above, City agrees as follows:

a) To reimburse Agency for expenditures made by it, pursuant to the provisions of subsection (b) of Section 1, in providing lodging accommodations, meals and local transportation expenses for the officials specified in subparagraphs (1) and (2) or subsection (b) of Section 1 of this Agreement;

b) To reimburse Agency for expenditures made by it, pursuant to the provisions of subsection (c) of Section 1, to provide flowers, souvenirs or other mementos of South San Francisco to the official representative of Lucca, Italy.

c) To reimburse Agency for expenditures of "Sister City International" yearly fee;

d) To reimburse Agency for liability insurance premiums.

SECTION 3. Agency agrees to make available for examination by City, all ledgers, invoices, vouchers, cancelled checks or other documents representing Agency's financial transactions during the term hereof.

SECTION 4. Agency agrees to indemnify and hold harmless City, its officers and employees, from any and all loss or damage, and from any and all liability for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any person or persons because of or arising or resulting from the doing by Agency of any or all things permitted by this Agreement, or because of or arising or resulting from any negligence of Agency, its agents, employees or subcontractors.

SECTION 5. The term of this Agreement shall commence on July 1, 1982, and shall end on June 30, 1983 provided, however, that either party may terminate this Agreement upon the furnishing of thirty (30) days advance, written notice of termination to the other party.

SECTION 6: Any notices or communications shall be sent to the parties at the following addresses:

City Manager
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

South San Francisco Sister City, Inc.
c/o Alvaro A. Bettucchi
609 Rocca Avenue
South San Francisco, CA 94080

SECTION 7. City and Agency agree that services provided in conjunction with this Agreement and delivered prior to the execution of this Agreement were delivered in consideration of the execution of this Agreement, and each party does hereby agree that such prior acts are ratified as the acts of their agents

WITNESS THE EXECUTION HEREOF, the day and year first hereinabove written.

CITY OF SOUTH SAN FRANCISCO, a municipal corporation

By:

City Manager

APPROVED AS TO FORM:

SOUTH SAN FRANCISCO SISTER CITY, INC., a California nonprofit corporation

By:

President

Deputy City Attorney

ATTEST:

City Clerk

CENTRAL RECORDS

FILE NO.:

5153