

June 6, 2023

Item No. **10g(3)**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of June 6, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING POLICY ON SISTER AND FRIENDSHIP CITIES;
APPROVING A MEMORANDUM OF UNDERSTANDING FOR
FRIENDSHIP CITY AGREEMENT BETWEEN CITY OF MARINA AND
IZUNOKUNI, JAPAN; AND APPROVE MEMORANDUM OF
UNDERSTANDING FOR SISTER CITY AGREEMENT BETWEEN
CITY OF MARINA AND NAMWON, SOUTH KOREA.**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2023-, approving the City of Marina Sister Cities Policy; and
2. Approve Memorandum of Understanding for Friendship City agreement between City of Marina and Izunokuni, Japan; and
3. Approve Memorandum of Understanding for Sister City agreement between City of Marina and Namwon, South Korea; and
4. Authorizing the City Manager to execute the MOUs subject to final review and approval by the City Attorney; and
5. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

At the May 16, 2023, City Council meeting, staff and Councilmember Biala presented information on Sister Cities and drafts on the policy and Memorandum of Understanding (“MOU”) for Council consideration and adoption for the two Cities who have reached out to the City seeking affiliations. Clarification was made on the types of City affiliations the cities of Izunokuni, Japan and Namwon, South Korea are seeking.

The Council directed staff to implement feedback received into the draft policy for final adoption.

ANALYSIS:

Both the Cities of Izunokuni and Namwon would need Council approval by first adopting the City’s Sister and Friendship City policy, and then enter into an MOU with each respective city. Attached for Council approval are the draft Sister Cities policy (**EXHIBIT A**); a fact sheet listing the differences between Friendship and Sister Cities under the Marina Sister City program (**EXHIBIT B**); draft MOUs and agreements for both a Friendship City (**EXHIBIT C**) and Sister City (**EXHIBIT D**); and a draft Sister City Program application (**EXHIBIT E**).

At the City Council’s direction, the MOUs will be entered into an agreement following approval of the Sister Cities Policy with the Cities of Izunokuni and Namwon as Friendship and Sister Cities, respectively.

FISCAL IMPACT:

Staff will be proposing that \$5000.00 be budgeted in the upcoming Fiscal Year 2023-2024 and 2024-2025 Budget for support of the Sister City program. Any additional financial support needed for the program will come back to City Council for approval.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

- A – Draft Sister Cities Policy
- B – Differences between Friendship City and Sister City under the Marina Sister City Program
- C – Draft Memorandum of Understanding Agreement for a Friendship City
- D – Draft Memorandum of Understanding Agreement for a Sister City
- E – Draft Sister City Program Application

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING POLICY ON SISTER AND FRIENDSHIP CITIES; APPROVING A MEMORANDUM OF UNDERSTANDING FOR FRIENDSHIP CITY AGREEMENT BETWEEN CITY OF MARINA AND IZUNOKUNI, JAPAN; AND APPROVE MEMORANDUM OF UNDERSTANDING FOR SISTER CITY AGREEMENT BETWEEN CITY OF MARINA AND NAMWON, SOUTH KOREA

WHEREAS, at the May 16, 2023 City Council meeting, staff and Councilmember Biala presented information on Sister Cities and drafts on the policy and Memorandum of Understanding (“MOU”) for Council consideration and adoption for the two Cities who have reached out to the City seeking affiliations. Clarification was made on the types of City affiliations the cities of Izunokuni, Japan and Namwon, South Korea are seeking; and

WHEREAS, The Council directed staff to implement feedback received into the draft policy for final adoption; and

WHEREAS, Both the Cities of Izunokuni and Namwon would need Council approval by first adopting the City’s Sister and Friendship City policy, and then enter into an MOU with each respective city.

WHEREAS, At the City Council’s direction, the MOUs will be entered into an agreement following approval of the Sister Cities Policy with the Cities of Izunokuni and Namwon as Friendship and Sister Cities, respectively; and

WHEREAS, Staff will be proposing that \$5000.00 be budgeted in the upcoming Fiscal Year 2023-2024 and 2024-2025 Budget for support of the Sister City program. Any additional financial support needed for the program will come back to City Council for approval

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Marina does hereby:

1. approving the City of Marina Sister Cities Policy; and
2. Approve Memorandum of Understanding for Friendship City agreement between City of Marina and Izunokuni, Japan; and
3. Approve Memorandum of Understanding for Sister City agreement between City of Marina and Namwon, South Korea; and
4. Authorizing the City Manager to execute the MOUs subject to final review and approval by the City Attorney; and
5. Authorizing the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 6th day of June 2023 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

CITY OF MARINA
SISTER CITIES POLICY

DEFINITION:

The City of Marina Sister Cities Program encompasses two types of partnerships between two countries of either a Friendship City or a Sister City designation. A Friendship City is a less formal relationship that is focused on a three-year time-limited specific initiative without significant funding allocations from the City of Marina. By contrast, a Sister City relationship has an intended long-term commitment of five years and beyond by both cities that may encompass several projects over an extended period of time; such initiatives may require more planning and are associated with a need to maintain a budget for specific requests for funding from the City of Marina and other sources. Sister City applicants will identify a sponsoring 501(c)(3) organization committed to managing, coordinating and implementing activities related to their prospective cities under the Program.

A relationship is officially recognized after the elected bodies from both communities sign off on a MOU agreement to become a Friendship City or Sister City. The City of Marina can have any number of Friendship and Sister City relationships, with community involvement from volunteers, representatives from supportive community businesses, academic institutions, and 501(c)(3) nonprofit or civic organizations. Each Sister City organization is independent and can pursue activities and areas important to both jurisdictions, including cultural, educational and municipal leadership exchanges, business/trade networking, and other projects of interest under the Sister City Program.

PURPOSE:

To establish a policy governing the City of Marina's ("City") responsibilities relating to the Sister City Program ("Program"). Friendship and Sister City relationships under the Program are effective when organizations of interested residents in one community work with interested residents in another city to promote communication and understanding among people of different cultures.

The City will maintain a Program Subcommittee ("Subcommittee") composed of a maximum of 10 members that will approve applications. The City Manager will appoint appropriate Subcommittee members and City staff to act as liaison to the City Council. Depending upon the specific projects being considered, guest representatives may be included for a limited time for specified purposes. Membership to the Program Subcommittee will include private citizens residing in Marina, representatives from 501(c)(3) organizations that have a commitment for active participation, and the City staff liaison. The mutually agreed upon Program exchanges will be identified in a signed MOU between the two cities and may encompass such activities as, but not limited to: visitation by delegations, remote or in-person student exchange activities, sharing of cultural and artistic performances, historical or educational awareness projects, and networking of businesses for mutual economic benefits.

POLICY:

1. A Sister/Friendship City proposal will require recommendation by a member of the City Council.
 - a. Establishing a Sister City or Friendship City relationship requires approval by the City Council by a signed Memorandum of Understanding (“MOU”) between the City and the proposed Sister/Friendship City. The term of the Sister City relationship is five years; the term of a Friendship City relationship is three years, and the Friendship City may apply for a Sister City status anytime during the three year term or later.
2. The Program Subcommittee will evaluate proposals for a new Sister/Friendship City affiliation and the City Council will give approval based on, but not limited to, the following guidelines:
 - a. A city chosen for a Sister/Friendship City affiliation should be from a country that has established diplomatic relations with the United States. There should be the potential for genuine people-to-people contact; communication and visitation should be able to occur freely in both directions.
 - b. The proposed Sister/Friendship City should be similar in population size, and/or role in the region, and/or have cultural, educational, socio-economic, governmental, or other tangible features in common with Marina, making it an appropriate Sister/Friendship City.
 - c. There should exist in the City an identifiable resident group or association, which favors the proposed affiliation and intends to pursue a meaningful program after the relationship is established. The group should be in a position to be the primary organizer and finance its own activities.
 - d. A governmental entity/person should exist in the affiliate Sister City, with a clear indication of intent to carry out mutual Program projects and initiatives.
 - e. The municipal government’s high ranking official of the affiliate Sister City (e.g., Mayor) should demonstrate support for establishing and developing a Sister/Friendship City affiliation with the City.
3. The City will support the Sister City Program activities as follows:
 - a. The City establishes a Program Subcommittee which will be composed of a maximum of 10 members that will include citizens, 501(c)(3) organization representatives, and the City staff liaison.
 - b. The City Manager shall designate a City staff member to the Subcommittee to serve as the City’s liaison regarding Sister/Friendship City activities to the City Council.
 - c. The City staff liaison will act in a support capacity to the affiliate City that will assume primary responsibility for the planning and execution of activities and events for visits of delegations to Marina from Sister/Friendship Cities.

- d. The City will provide set-up and complimentary access to City facilities for Sister/Friendship City events. Sister/Friendship City delegations and community sponsoring organizations must contact City staff at least sixty (60) calendar days in advance for any formal visits, events, and meetings.
 - e. Modest City promotional gifts may be funded by the City with the approval of the City Manager. Such minor City funds may be exempted from section 3f below, such as:
 - i) Light refreshments for meetings and activities when deemed appropriate.
 - ii) Reasonable postage, facsimile, copying and/or printing support for Sister/Friendship City events in which the City is participating.
 - iii) Exchange of promotional and formal gifts are typical of Sister/Friendship City visits between both delegations.
 - f. If funds from the City are requested, a budget request must be submitted to the City staff liaison detailing proposed Sister City-related expenditures. City funds may be provided to the Program Subcommittee 501(c)(3) association to support their general operating expenses as submitted in the budget request. Only incidental expenses (see section 3e) will be provided for Friendship City activities.
 - i) When a Councilmember or other City official initiates a request to visit an affiliate Sister City, such a request will be made in writing to the City Council, outlining the proposed itinerary, how travel and expenses will be funded, and other assistance City staff will be asked to provide (e.g., gifts to be presented to officials of the affiliate Sister/Friendship City). All budget requests must be approved by the City Council for visitation to the affiliate Sister City for Councilmembers or others acting as an official City representative.
 - ii) Gifts and/or memorabilia presented to the City from a Sister/Friendship City delegation and intended for the City becomes the property of the City and shall be displayed at a City facility or distributed at the City's discretion. Gifts or memorabilia intended for and received by individual City Councilmembers or City employees are subject to applicable Fair Political Practices Commission and Government Code reporting requirements.
 - g. Travel accommodations and expenses for affiliate Sister/Friendship Cities visiting the City will be paid by the affiliate's individual participant(s), or sponsoring community or governmental entities. The City will not fund travel nor reimburse travel or lodging expenses for affiliate Sister/Friendship City visitors to the U.S.
4. If a Friendship City affiliation is inactive for a period of three years or longer or if a Sister City affiliation is inactive for a period of five years or longer, or if there is a lack of community support through the community sponsoring organization for the Sister/Friendship City to continue, the City may initiate the process to place the relationship into emeritus status (an inactive Sister/Friendship City relationship) or terminate the Sister/Friendship City affiliation with the Sister/Friendship City.

**Differences between Friendship City and Sister City
under the Marina Sister City Program:**

	Friendship City	Sister City
General description	<ul style="list-style-type: none"> • Informal • Short-term project focused • Three-year commitment 	<ul style="list-style-type: none"> • Formal • Long-term relationship with varied yearly initiatives • Five-year commitment
City Council approval to engage?	Yes	Yes
Sister City Subcommittee application approval?	Yes	Yes
MOU required, signed by both Marina and affiliate Sister City	Yes	Yes
Involved citizen and/or community association involvement in Sister City Program?	No	Yes
Possible funding from the City of Marina?	<ul style="list-style-type: none"> • Incidental expenses (gifts, printing, refreshments, etc.) • No funding for travel & lodging 	<ul style="list-style-type: none"> • Incidental expenses and events • Limited funding for official travel/lodging

MEMORANDUM OF UNDERSTANDING

AGREEMENT FOR A FRIENDSHIP CITY RELATIONSHIP BETWEEN THE CITY OF MARINA AND _____

WHEREAS, the City of Marina, California, United States of America, and _____, established a Friendship City relationship on _____, and;

WHEREAS, both cities seek to enrich cultural understanding, create cultural, educational, leadership, business exchanges between the two cities, and broaden and encourage goodwill between the cities, and;

WHEREAS, the City of Marina and _____ support the promotion of mutual understanding, expansion of official and non-governmental exchanges to enhance friendship, peace, stability and prosperity in their respective region and the world at large, and;

WHEREAS, in order to develop a Friendship City relationship with cooperation between the City of Marina and _____, both cities agree to a Memorandum of Understanding (“MOU”) to support a Friendship City relationship on the following terms:

1. To promote common prosperity and development, both cities will organize, on the basis of equality, mutual benefit and goodwill, cultural exchanges and other information sharing that may include tradition and culture, business and commerce, governmental administration, health and sports interests, history, science, technology and other information sharing.
2. Citizens, civic and business groups of each city are recognized as ambassadors of goodwill to organize cultural exchanges that may include the above topics.
3. A governmental entity/person should exist in both the City of Marina and the participating Friendship City with clear indication of intent to carry out mutual program projects and initiatives.
4. Each city shall organize cultural, business, and educational exchanges involving adults and/or students within the duration of the MOU to the extent possible (may entail overlap with a future renewal of the MOU). Each exchange or visit shall be reviewed in advance with the City of Marina’s Sister City Program Subcommittee that includes resident groups/ associations and representatives of relevant school entities for student exchange projects, and businesses for trade exchanges, as appropriate.
5. In-person exchange visit details and activities shall be cooperatively agreed upon by the sponsoring organizations. Activities shall be provided with the objective to deepen cultural awareness and friendship among citizens, business leaders, and governmental leaders.

- 6. Both Friendship Cities will agree that all elements of the Friendship City relationship are to remain noncontroversial and will maintain that historically controversial political issues play no part in this Friendship City relationship.
- 7. The effective term for an MOU for Friendship Cities shall be three years following the date of execution with the ability to renew or apply for Sister City status.
- 8. Prior to expiration of the MOU of the Friendship City relationship renewal by the City Council of the City of Marina, the City Sister City Program Subcommittee will evaluate the progress of the relationship and recommend whether the relationship shall continue.
- 9. Termination of this MOU agreement can occur at any time by either city or the affiliate city with 60 calendar days' notice to close any previously arranged initiatives, as necessary. If a Friendship City affiliation is inactive for a period of three years or longer, or if there is a lack of community support through the community sponsoring organization for the Friendship City to continue, the City of Marina may initiate the process to place the relationship into emeritus status (an inactive Friendship City relationship) or terminate the Friendship City relationship.
- 10. This represents the entire agreement between the cities. It may not be changed or modified without a resolution signed by city officials from both participating cities.

These two cities hereby execute the MOU to expire within three years from the noted date(s).

_____,
On its behalf

City of Marina,
On its behalf

(City Official, Title)
Date signed:

Bruce C. Delgado, Mayor
Date signed:

MEMORANDUM OF UNDERSTANDING

**AGREEMENT FOR A SISTER CITY RELATIONSHIP BETWEEN THE CITY OF
MARINA AND _____**

WHEREAS, the City of Marina, California, United States of America, and _____, established a Sister City relationship on _____, and;

WHEREAS, both cities seek to enrich cultural understanding, create cultural, educational, leadership, business exchanges between the two cities, and broaden and encourage goodwill between the cities, and;

WHEREAS, the City of Marina and _____ support the promotion of mutual understanding, expansion of official and non-governmental exchanges to enhance friendship, peace, stability and prosperity in their respective region and the world at large, and;

WHEREAS, in order to develop a Sister City relationship with cooperation between the City of Marina and _____, both cities agree to a Memorandum of Understanding (“MOU”) to support a Sister City relationship on the following terms:

1. To promote common prosperity and development, both cities will organize, on the basis of equality, mutual benefit and goodwill, cultural exchanges and other information sharing that may include tradition and culture, business and commerce, governmental administration, health and sports interests, history, science, technology and other information sharing.
2. Citizens, civic and business groups of each city are recognized as ambassadors of goodwill to organize cultural exchanges that may include the above topics.
3. A governmental entity/person should exist in both the City of Marina and the participating Sister City with clear indication of intent to carry out mutual program projects and initiatives.
4. Each city shall organize cultural, business, and educational exchanges involving adults and/or students within the duration of the MOU to the extent possible (may entail overlap with a future renewal of the MOU). Each exchange or visit shall be reviewed in advance with the City of Marina’s Sister City Program Subcommittee that includes resident groups/associations and representatives of relevant school entities for student exchange projects, and businesses for trade exchanges, as appropriate.
5. In-person exchange visit details and activities shall be cooperatively agreed upon by the sponsoring organizations. Activities shall be provided with the objective to deepen cultural awareness and friendship among citizens, business leaders, and governmental leaders.

- 6. Both Sister Cities will agree that all elements of the Sister City relationship are to remain noncontroversial and will maintain that historically controversial political issues play no part in this Sister City relationship.
- 7. The effective term for this MOU for Sister Cities shall be for five years following the date of execution with ability to renew or apply alternatively for a Friendship City status.
- 8. Prior to expiration of the MOU of the Sister City relationship renewal by the City Council of the City of Marina, the City Sister City Program Subcommittee will evaluate the progress of the relationship and recommend whether the relationship shall continue.
- 9. Termination of this MOU agreement can occur at any time by either city or the affiliate city with 60 calendar days' notice to close any previously arranged initiatives, as necessary. If a Sister City affiliation is inactive for a period of five years or longer, or if there is a lack of community support through the community sponsoring organization for the Sister City to continue, the City of Marina may initiate the process to place the relationship into emeritus status (an inactive Sister City relationship) or terminate the Sister City relationship.
- 10. This represents the entire agreement between the cities. It may not be changed or modified without a resolution signed by city officials from both participating cities.

These two Cities hereby execute the MOU to expire within five years from the noted date(s).

_____,
On its behalf

City of Marina,
On its behalf

(City Official, Title)
Date signed:

Bruce C. Delgado, Mayor
Date signed:

**City of Marina
Sister City Program Application**

To apply for a Sister City or Friendship City partnership between Marina and an international country, please see the City of Marina Sister Cities Policy. The citizen group or non-profit organization that will be tasked with the primary responsibility to implement and finance the partnership activities and initiatives will complete and submit this form to the Sister City Subcommittee for review and approval.

Name/Title of individual representing the civic group or 501(c)(3) body submitting application:

Date of Submittal: _____

1. Name of proposed City/Country: _____

2. Recommended by Councilmember: _____

3. Application for:

_____ Friendship City _____ Sister City _____ Renewal

_____ Change to Sister City/Friendship City (circle one)

Date of **original** application approval: _____

4. Describe the City and highlight commonalities with Marina, including population, role in the region, cultural, educational, socio-economic, governmental, or tangible features in common with Marina:

5. Describe meetings with proposed city (include dates) to discuss proposed relationship with Marina:

6. What specific activities and/or intended short-term/long-term initiatives are being considered?

7. Name of individuals, citizen groups or 501(c)(3) associations that will be actively involved in planning and implementing Sister City Program activities (include website links):

8. If requesting renewal or change to another Program status, describe all past projects and initiatives accomplished and reason for change in status:

Sister City Program Subcommittee:

_____ Approved _____ Denied _____ Emeritus Status _____ Termination

Subcommittee City Liaison
Date:

City Manager
Date: