



SISTERHOOD AGREEMENT BETWEEN THE CITY OF SAHUAYO DE OCAMPO OF THE STATE OF MICHOACAN OF THE UNITED MEXICAN STATES AND THE CITY OF SANTA ANA OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF NORTH AMERICA

THIS AGREEMENT is made and entered into on this 18th day of July, 2023 by and between the City of Sahuayo de Ocampo of the State of Michoacán of the United Mexican States and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”); hereinafter referred to as “the Parties.”

CONSIDERING their interest to strengthen the friendship ties and cooperation that join both Parties.

ACKNOWLEDGING that the cities have the intention to develop collaborative activities, under the law provisions of the Sahuayo de Ocampo, Michoacán and the United Mexican States, with particular attention to the terms related to business exchange, commerce, culture, and craftsmanship.

DECLARING their decision to strengthen their relationship of collaboration through the proper legal channels.

CONVINCED of the importance of establishing mechanisms that contribute to the development and strengthening of bilateral cooperation and actions that are effective in the commercial and social development of both Parties;

The Parties have agreed to the following:

ARTICLE I

Objective

The objective of the present Agreement is to formalize the sisterhood between the City of Sahuayo de Ocampo from the State of Michoacán of the United Mexican States and the City of Santa Ana, to foster agreement and understanding between them and the



institutions in their respective territorial areas, to intensify common efforts, and to promote the exchange of experiences and execution of common activities.

ARTICLE II

Areas of Cooperation

To reach the objective of the present Agreement, the Parties, at their discretion, may use reasonable efforts and work collaboratively to develop cooperative projects, specifically directed, but not limited to the following areas:

- a) Promotion of business, investments and commerce. Promotion of business and government meetings to encourage economic exchange and business development of local producers that generate new niches of economic projection.
- b) Promotion of culture. Promotion and dissemination of cultural expressions and regional traditions through meetings, exchanges, dissemination and support of art in all its modalities and categories
- c) Promotion of Tourism: Generate programs of dissemination, exchange of tourist routes, based on the relevant historical and traditional celebrations of the Mexican municipality, while supporting the U.S. municipality in programs to benefit their communities.
- d) Government development. Exchange of updating, training, advice on government plans aimed at strengthening communities, as well as the adaptation of spaces to generate leadership and excellence in services.
- e) Education. Generate exchange and immersion programs cultural and educational linguistics, history, technology and those branches of knowledge that complement the educational plans of each of the cities, considering globalization in education, through generations and global trends.
- f) Science and technology. Strengthen the links of fraternity in the knowledge and actualization of these branches that help the development of communities and new generations in issues of education, health, human and social



development, as well as government services, digitalization in processes for optimization of the resources and the transparency in the management.

- g) Environment. Given the global trends in the management of natural resources in countries, given the concern of the impact on the planet, generate ties of exchange in information and programs for the care, optimization, management, administration and preservation of the environment and resources such as water. Advice, training and management for impact projects in the most vulnerable communities.
- h) Health. Advice, training, exchange, development of projects aimed at the promotion of health in communities that reinforce healthy lifestyles among families, that help in prevention and good habits to strengthen collective health.

ARTICLE III

Modalities of Cooperation

The Parties agree that the actions of cooperation which are referred to in the present Agreement may be carried out through the following modalities:

- a) Exchange of economic data, to the extent such data is a public record; Exchange of programs, information, studies, analysis, surveys, as well as uses and customs among the collectives.
- b) Business missions: Collaboration in the search of partners and in the execution of joined promotional initiatives, as well as expositions, with the purpose to strengthen projects already determined.
- c) Business participation and promotion of respective cities in fairs, expositions and conferences in both cities.
- d) Cooperation between public and private companies.
- e) Mutual comprehension and support, based on either city's available cultural resources, of tours, music performances, co-productions, and other artistic programs;



- f) Collaboration between universities and research centers, and
- g) Any other modalities that the Parties may agree upon in a mutual writing.

ARTICLE IV

Competence

Each Party agrees to voluntarily collaborate with the other Party, at each parties discretion, to carry out the modalities of cooperation, referred to in Article III of the present Agreement, in accordance to their respective faculties, subject to the political and economic laws and regulations of their respective Governments.

Nothing contained in this Agreement shall be construed as: (1) an obligation upon either Party to furnish, any assistance, resources, monies, and in-kind contributions of any kind whatsoever, or (2) providing or implying any arrangement or understanding that either Party will be legally obligated to perform the terms and conditions outlined in this Agreement.

ARTICLE V

Annual Action Programs

In order to achieve the objectives of the present Agreement, the Parties may formulate, through prior discussion, Annual Action Programs (AAP's), which shall become an integral part of the present Agreement once they are formalized.

The AAP's shall be integrated with specific projects or activities, which must reference each of the following aspects:

- a) Objectives and activities to develop;
- b) Work agenda;
- c) Profile, quantity and duration of the assigned personnel to objectives and activities;
- d) Responsibility of each Party;
- e) Assignment of materials, personnel and financial resources;
- f) Evaluation mechanism and criteria, and
- g) Any other appropriate information.



The operation of this Agreement shall not be conditioned to the signing Parties to establish projects in all the modalities of cooperation, nor are they obligated to collaborate in those activities where internal prohibitions exists or derived by law, institutional normative, or customs.

Subject to availability, the Parties may meet annually to evaluate the results derived from the present Agreement and to propose new guidelines for the development of projects of mutual interest.

The Parties may produce progress reports of achievements based on the present Agreement and may communicate them to their respective Chancellery or legislative body, as well as the bilateral departments determined by mutual agreement.

To the extent feasible, the Parties agree to formulate the first Action Program within sixty (60) days after the signing date of the present Agreement.

ARTICLE VI

Collaboration of Additional Proposals

Notwithstanding the Annual Action Program referred to in Article V of the present Agreement, each Party may formulate additional proposals, as they may arise during the implementation of activities predetermined through the AAP.

ARTICLE VII

Coordination and Follow-Up Mechanism

In order to establish a mechanism and criteria for the coordination, supervision and evaluation of the activities carried out under the present Agreement, as well as to assure the best conditions for its execution, a Working Group, integrated by representatives of both Parties, may be established, and coordinating each parties activities the following areas:

- On behalf of the City of Sahuayo de Ocampo, of the State of Michoacán of the United Mexican States, is designated of City Clerk.
- A representative of the City, as designated by the City manager.



The Working Group may meet periodically in a location agreed upon by the Parties, to evaluate the activities derived from the application of the present Agreement. The Working Group shall have the following functions:

- a) Make the necessary decisions in order to carry out the objectives of the present Agreement;
- b) Identify the areas of common interest in order to elaborate and formulate specific projects;
- c) Orientate, organize and formulate relevant recommendations in order to fulfill the activities of the present Agreement;
- d) Receive, examine and approve the progress reports in the areas of cooperation within the present Agreement, and
- e) Any other functions that the Parties may agree upon in a mutual writing

ARTICLE VIII

The Parties may finance the activities referred to in the present Agreement with the assigned resources in their respective budgets according to the availability and terms of their legislation. Each Party shall pay the expenses related to its participation, except in the case that alternate financial mechanisms may be used for specific activities, if considered appropriate. All expenses for the City shall be approved in a writing by the City Manager.

ARTICLE IX

Information, Material and Protected Equipment

The Parties agree that information, material and protected equipment deemed classified by national legislation for national security, other applicable law, or foreign relation purposes of either Party, shall not be subject to transfer within the present Agreement.

When undertaking activities pursuant to this Agreement, any information, material and equipment which require or could require protection and classification is identified, the Parties shall inform the adequate authorities and establish in writing, the corresponding measures.



The transference of information, material and equipment, which is not protected or classified, but which exportation is regulated by one of the Parties, shall be done according to the applicable national legislation or other applicable law and should be identified, along with its intended use or subsequent transference. If any of the Parties consider it necessary, measures shall be taken to prevent the non-authorized transference or re-transference of such property.

ARTICLE X

International Instruments

The cooperation referred to in the present Agreement shall not affect the rights and duties which the Parties have acquired regarding other international instruments.

ARTICLE XI

Intellectual Property

If as a result of actions carried out in accordance with this Agreement, products of commercial value and/or rights of intellectual property are generated, these shall be determined by the applicable national legislation or other applicable law, as well as the International Conventions, which are binding for both Parties.

ARTICLE XII

Employment Relationship

The personnel assigned by each Party for the execution of activities derived from the present Agreement, shall continue under the direction and dependence of the institution to which he/she pertains, and shall not create any labor relation with the other Party, which in no case shall be considered as a substitute employer.

The Parties shall carry out the necessary procedures under their respective authorities in order to facilitate the entry and departure of participants who are officially involved in the projects derived from the present Agreement. Such participants shall be subject to the immigration, tax, customs, sanitary and national security laws of the receiving country and may not partake in any activity other than those pertaining to their functions, without the previous authorization of the competent authorities in this field.



The Parties shall encourage that the personnel involved in such activities have medical, personal damage and life insurance, so that, if a damage results from such activities derived from the present Agreement, repair or indemnification shall be covered by the corresponding insurance company.

ARTICLE XIII

Disputes Settlement

Any difference or divergence derived from the interpretation or application of the present Instrument shall be resolved by both Parties in common agreement.

ARTICLE XIV

Final Provisions

The present Agreement shall go into effect upon the date of its signature and shall remain in effect for up to a five (5) year period, and may be renewed for equal periods, by evaluation and acceptance in writing, signed by both Parties.

The present Agreement may be modified by mutual consent of the Parties, by formalizing it through written communications.

Either of the Parties may immediately, terminate the present Agreement by a written notification given to the other Party.

[Signatures on the following page]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF SANTA ANA

**ON BEHALF OF THE CITY OF
SAHUAYO OF OCAMPO, OF THE
STATE OF MICHOACÁN OF THE
UNITED MEXICAN STATES**

VALERIE AMEZCUA
Mayor

DR. MANUEL GÁLVEZ SÁNCHEZ
Mayor

KRISTINE RIDGE
City Manager

ATTEST:

Jennifer L. Hall
City Clerk

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: Jose Montoya
Jose Montoya
Assistant City Attorney