

**SISTERHOOD AGREEMENT BETWEEN THE CITY OF TAMAZULA DE
GORDIANO OF THE STATE OF JALISCO OF THE UNITED MEXICAN STATES
AND THE CITY OF RIVERBANK OF THE STATE OF CALIFORNIA OF THE
UNITED STATES OF AMERICA**

The city of Tamazula de Gordiano of the State of Jalisco of the United Mexican States and the city of Riverbank of the State of California of the United States of America hereinafter referred to as "the Parties";

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

ACKNOWLEDGING that the two cities intend to develop collaborative activities under the legal provisions of the United States of America and the United States of Mexico, with particular attention focused on business exchange, commerce, arts, culture, tourism, sports and education;

DECLARING their decision to strengthen their relationship of collaboration through the proper legal framework;

CONVINCED of the importance of establishing mechanisms that contribute to the development and strengthening of bilateral cooperation, as well as the necessity to execute projects and actions that are effective in the economic and social development of both Parties;

Have declared as follows:

**ARTICLE 1
Objective**

The objective of the present Agreement is to formalize the sisterhood between the city of Tamazula de Gordiano, from the State of Jalisco of the United Mexican States and the city of Riverbank, from the State of California of the United States of America, in order to foster understanding between both Parties and the institutions in their respective territorial areas and furthermore to engage in common efforts and to promote the cultural understanding and awareness for the highest mutual good of each city.


**ARTICLE 2
Areas of Cooperation**

To reach the objective of the present Agreement, both Parties are committed to develop cooperative projects, specifically directed, but not limited to the following areas:

- a) **Economy, commerce, investments and business.** Develop and implement strategies, projects and programs to motivate the economic exchange and the development of business relationships and any other activity or action of benefit to either city's economy.
- b) **Culture and Arts.** Promote and diffuse cultural expressions, regional traditions and exhibit other types of cultural manifestations through displays and performances. Advance understanding and enjoyment of each community's unique cultural attributes and promote appreciation of the rich traditions and heritage of each city.
- c) **Education.** Encourage academic initiatives for teachers and students through scholarships, seminars, courses, workshops and exchange programs. Create greater awareness among each City's adults and youth through the sharing of educational programs/systems and academic achievements.
- d) **Industry.** Exchange information on equipment, processes, methodologies which contribute to the development of manufacturing and commerce in each city. Mutually advance cooperative ventures to develop new industrial coalitions.
- e) Any other area of cooperation that the Parties may agree upon.

ARTICLE 3 Modalities of Cooperation

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

- a) promotion and collaboration;
 - b) exchange of information, documents and materials;
 - c) organization of community fairs, seminars, congresses, managerial missions, workshops, conferences and forums;
 - d) development of research, projects and studies;
 - e) exchange of professionals in any field, as well as of students and practisings;
 - f) human resources training;
 - g) cultural, sports, academic, arts and social exchange, and
 - h) any other modality that the may Parties agree upon.
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ARTICLE 4 Competence

The Parties commit themselves to carry out the modalities of cooperation, referred to in Article 3 of the present Agreement, in accordance to their respective faculties, subject to the political and economical laws and regulations of their respective Governments.

ARTICLE 5 Annual Action Programs

In order to achieve the objectives of the present Agreement, the Parties agree to 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) development of specific objectives and outcome;
- b) work agenda;
- c) committee formation to carry forth the objectives;
- d) responsibility of each Party;
- e) assignment of materials, personnel and financial resources;
- f) evaluation mechanism and criteria, and
- g) any other aspect or element that is considered necessary.

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 norms, or customs.

The Parties shall meet annually alternating between the two cities in order to evaluate the results derived from the application of the present Agreement and to propose new guidelines for the development of projects of mutual interest.

The Parties shall produce reports on the progresses and achievements based on the present Agreement and shall communicate them to their respective Chancelleries, as well as the Departments and Committees determined by mutual Agreement.

Both Parties agree to formulate the first AAP within sixty (60) days after the signing date of the present Agreement.

ARTICLE 6
Collaboration of Additional Proposals

Notwithstanding the AAP referred to in Article 5 of the present Agreement, each Party may formulate additional proposals, as they may arise during the implementation of activities predetermined through the AAP.

ARTICLE 7
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, comprised of representatives of both Parties, shall be established and for the coordination of each Parties activities, the following areas:

- On behalf of the city of Riverbank, of the State of California of the United States of America, designates the Mayor's Office and city Manager.
- On behalf of the city of Tamazula de Gordiano, of the State of Jalisco of the United Mexican States, designates the Economic Department and the Sister City Coordination Program.

The Working Group shall meet periodically in a location agreed upon by the Parties, in order 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 collaborate 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.

ARTICLE 8
Financing

The Parties shall 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,

participants shall be subject to the immigration, tax, customs, sanitary and national security laws of the receiving country and may not undertake 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 of cooperation have medical, personal damage and life insurance, so that, if an accident results from the execution of the activities derived from the present Agreement, repair or indemnification shall be covered by the corresponding insurance company.

ARTICLE 13 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 14 Final Provisions

The present Agreement shall enter into force from the date of its signature and shall remain in effect for up to a four (4) year period, and may be renewed for equal periods, by evaluation and acceptance by both Parties through written communication.

The present Agreement may be modified by mutual consent of the Parties, by formalizing it through written communications and specifying the date of its enforcement.

Either of the Parties may, at any moment, terminate the present Agreement by a written notification given to the other Party sixty (60) days in advance.

The anticipated termination of the present Agreement shall not affect the completion of the activities, formalized while it was in force.

Signed in the city of **Tamazula de Gordiano, Jalisco, this fifteenth day of September of two thousand and seven**, in two original copies, in the Spanish and English languages, both texts being equally authentic.

FOR THE CITY OF TAMAZULA DE
GORDIANO OF THE STATE OF
JALISCO OF THE UNITED MEXICAN
STATES

FOR THE CITY OF RIVERBANK OF THE
STATE OF CALIFORNIA OF THE
UNITED STATES OF AMERICA

**Julio César Ruiz González,
Municipal President**

**Chris Crifasi,
Mayor**

HONORARY WITNESSES

**Ma. de Jesús Ochoa Ortiz
Trustee**

**Virginia Madueño
Vice Mayor**

**Federico Daniel Garza García
General Secretary**

**Rich Holmer
City Manager**

