

# Bylaws Addendum #2

## **General Policies and Procedures**

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### **Negotiating Sister City Relationships**

#### **New Sister City Acquisition Process**

Before entertaining any proposal for a new Sister City for Sarasota, SCAS will first need to determine if the proposed sister city has a preexisting relationship with a US sister city that might present a potential conflict with the proposed sister city relationship.

Persons interested in proposing a new Sister City for Sarasota need to collaborate with a community organization of relevant ethnicity to form a Study Committee that will work with the SCAS Vice President for Cities and Candidate Cities (or another designated Board member) to develop a well-researched proposal to present to the SCAS President and Board. The proposal should include an evaluation of the candidate city that is consistent with SCAS's Criteria Form, and should include additional supporting information, contact persons in the candidate city and some preliminary suggestions for sister city exchange projects.

NOTE: Other kinds of international exchanges can be initiated and carried out independently of an official Sister Cities relationship. The purpose of creating an official Sister City relationship is to enable diverse projects within the context of a sustainable long-term relationship.

#### **Procedure for Acquiring a New Sister City**

#### Phase 1: Inquiry

Persons desiring to propose a new sister city will be given a copy of this document and the *Criteria for Selecting a New Sister City*.

#### Phase 2: Study Committee

Absent any apparent complications, and after reviewing this document and the Criteria, if the inquiring group believes their city meets SCAS criteria, they should form a Study Committee that includes SCAS members, members of the supporting community organization, and if appropriate, other Sarasota community stakeholders. The Study Committee will work with the VP for Cities and Candidate Cities (or another designated Board member) to prepare a formal, written proposal to present to the President and Board.

During this time the Study Committee should work closely with their contacts in the proposed sister city to assure that parallel progress and approvals are taking place. This should involve frequent communication and may involve unofficial visits or independently arranged exchanges. Documentation of these communications and exchanges will add support to the sister city proposal and demonstrate the existence of commitment and resources in both cities.

#### Phase 3: Board Consideration and Vote

If the proposed city substantially meets SCAS criteria, the SCAS Board will study the proposal, and may, at its discretion, invite members of the Study Committee to meet with the full Board or an ad hoc subcommittee of the Board for further discussion and evaluation. With Presidential approval, the finalized proposal will be presented to the Board as a motion, and the Board will vote to accept or reject

the nomination. If the nomination is rejected, the Board may, at its discretion, refer it back to the Study Committee with recommendations for modifications or revisions.

In some cases the Board may recommend a Friendship City relationship as an interim trial period. Friendship City agreements can be flexible: they may have a designated duration after which the relationship may be reevaluated, may be limited to certain types of exchange, and the execution of the official signed agreements may not necessitate travel to the other city by the official city signatories. Friendship Cities can be registered with Sister Cities International and are recognized in the SCI Membership Directory and website.

#### Phase 4: Presentation to Mayor and City Commission

If the Board votes to accept the nomination of a new Sister City (or Friendship City), the SCAS President will present a formal recommendation and record of Board support to the Mayor and the Sarasota City Commission at a regular publicly attended City Commission meeting.

If the City Commission agrees, the city in question then becomes a Candidate Sister City (or Candidate Friendship City), and the SCAS President and the Mayor of Sarasota shall send to the highest executive official of the city, county, district, or province in question, a formal *Letter of Invitation* to become a Sarasota Sister City (or Friendship City).

#### Phase 5: The Official Signings

After receiving a written letter of acceptance from the executive official of the Candidate City, an official *Sarasota Sister City Agreement* or *Memorandum of Understanding* will be drawn up in duplicate, appropriate to the approved relationship.

In the case of a Sister City Candidate, the Mayor of Sarasota and the President of SCAS will extend a written invitation to the Candidate City executive to head a delegation to Sarasota for the formal signing of the official Sister City agreement in a public ceremony in Sarasota. Normally, within six months SCAS will send an official signing delegation headed by the Mayor of Sarasota to the new Sister City to execute a similar parallel signing ceremony.

In the case of a Sister City, official signings must take place in each city, must include the Mayor or highest executive official of each city, and normally will take place within six months of each other. In all cases, each city will receive a signed set of the official documents in both languages for their records, and official copies will be sent to Sister Cities International.

#### **Criteria for Selecting a New Sister City**

Sister Cities Association of Sarasota, Inc. (SCAS) members are frequently asked: how does SCAS select a Sister City? The answer is not simple. Building a sustainable Sister City relationship depends on orchestrating a number of factors, and each of our Sister City relationships is a unique composition. Nonetheless, certain general criteria apply to our consideration of all Sister City proposals.

#### SCAS's Mission.

SCAS supports the mission of its parent organization, Sister Cities International (SCI), which was established in 1956 under President Eisenhower as a nonprofit citizen diplomacy network with the mission of promoting world peace through mutual respect, understanding, and cooperation.

The mission of Sister Cities Association of Sarasota, Inc. (SCAS) is to foster international relationships between Sarasota and cities that have similar interests by creating exchanges in areas of culture,

education, tourism, business, and government. SCAS's objective is to develop respect, understanding, and cooperation through citizen diplomacy.

In addition, according to an agreement between SCAS and the City of Sarasota (Rev. 14 Sept 2003), the City Commission has final approval as to the number and the designation of Sister Cities. This agreement ensures that support for official Sister City relationships has been negotiated between SCAS and the government of the City of Sarasota. [See Bylaws Addendum #3]

#### **SCAS Criteria**

Criteria for evaluating Sister City candidates is based on a combination of recommendations from SCI and SCAS's 50 year experience with successful inter-city relationships, which dates back to the organization's founding in 1963. These criteria include:

- 1. Structural considerations for Sarasota and the proposed Sister City: 'built-in' permanent factors that ensure a solid, reliable basis for long-term, sustainable partnerships.
  - Communications: reliable 24/7 phone, fax, e-mail, and Internet connections;
  - Community: strong sponsorship by interested organizations or sustaining groups;
  - Cultural organizations and facilities (involving music, dance, theater, visual arts, film);
  - Economic / business environment: opportunities for growth, including import/export trade potential that will attract support from our business community;
  - Education: strong K-12 programs and access to institutions of higher learning;
  - Tourism: well developed tourism industry that will encourage travel between our cities;
  - Transportation: ease of access (international airport), convenient local transportation, and easy access to other parts of host country.
- 2. Permanent sponsoring organizations or groups in Sarasota and the proposed Sister City that include matching:
  - Established community groups;
  - Municipal Government (some administrative and in-kind support staffing, some funding, titular hosting of events, official approval)
  - SCAS equivalent contacts: (for communications, networking, facilitation, experience, coordination).
- 3. Shared sectors of community involvement in Sarasota and the proposed Sister City that will contribute time, money, and in-kind support. The following list is meant to suggest a menu of possibilities (not requirements).
  - Each key sector in Sarasota should have a 'committed champion' and a core committee of SCAS
    members in 'order to ensure that ongoing exchange is not dependent on the momentum and
    dedication of a single individual.
  - Business organizations: Chambers of Commerce and other business and/or professional organizations; individual businesses / corporations involved in manufacturing, technology / electronics, biomedicine, tourism, import/export, joint ventures, investment, agricultural enterprises, architecture, interior design, construction, real estate, etc.
  - Community organizations with significant membership and an ongoing interest in and commitment to fostering relations between Sarasota and other countries.
  - Culture: arts organizations and councils; ethnic cultural and performance groups; historical /archaeological societies, archives, and genealogical resources; museums and galleries; theaters;

- individual artists and performers; public art projects; performance venues; cinema groups and venues, etc.
- Education: schools and school systems K-12 (sources of grade segmented and subject oriented projects and exchanges); community colleges (exchanges involving art, photography, technical/applied science, faculty, students); colleges and universities (exchanges involving joint projects, internships, students, faculty); museum education, adult and continuing education, etc.
- Environmental and Urban Planning: initiatives/programs for recycling, composting, desalinization, coastal clean-ups, biological filtering, ecosystem design, alternative, energy, zoning, infrastructure; parks and recreation, public safety, neighborhood organizations, etc.
- Scientific / Technical / Professional arenas: internships, joint projects, research opportunities, consulting, symposia in areas such as botany, horticulture, agriculture, interior design, landscaping, marine biology, medicine, dentistry, alternative health care, etc.
- Service organizations: Kiwanis, Rotary, etc.
- Other: youth organizations, sports (individual/team exchanges); senior venues (e.g. Elderhostel, SILLS); health and fitness centers; special interest groups, etc.

#### **Process for Retiring or Terminating a Sister City Relationship**

The agreement between SCAS and the City of Sarasota requires approval by the City Commission before beginning the official process for "retiring" or terminating a sister city relationship. The formal processes are outlined in Sister Cities International's document "Affiliation Policy & Types of Affiliations", as follows:

#### Emeritus Status.

To place a relationship into Emeritus status, the mayor or highest elected official of the U.S. community must write a letter to the mayor of the foreign city indicating that they wish to remain sister cities, but understand that the relationship will remain inactive until such time as both cities are able to sustain an active relationship. Sister Cities International should be informed in writing by the mayor of the U.S. city of the situation. Sister Cities International will then place the partnership into Emeritus Status and will reflect this status in directories and all lists of sister city programs.

#### Termination.

If a community wishes to terminate a sister city relationship, then a letter from the mayor or highest elected official of the U.S. city should be sent to the mayor of the sister city. Sister Cities International should be informed of this action in writing by the mayor of the U.S. city and Sister Cities International will then remove the partnership from its directories and all lists of sister city programs.

### **Special Memberships**

#### **Alliance Members**

An Alliance Member is a non-profit organization with which SCAS is involved through joint projects and/or with whom affiliation would support SCAS's mission.

- The number of SCAS Alliance Members is not limited.
- Alliance Members are appointed by the SCAS Board of Directors and their membership can be terminated at any time at the discretion of that Board.
- Alliance Members are not required to pay dues, and their status is that of a non-voting member of SCAS.

#### Nominations for Alliance Membership

- Any member of SCAS supported by a seconder may nominate an organization (hereinafter referred to as 'organization') for Alliance Membership.
- All nominations are to be in writing and submitted to the Vice President for Membership along
  with a statement of 1) the reasons why the nominator and seconder consider the nominee
  qualifies for Alliance Membership, 2) how the granting of Alliance Membership would be
  appropriate and mutually beneficial.

#### Regular Review and Updating of Alliance Memberships

 The Vice President for Membership will be responsible for ensuring the regular updating of the name of the contact person in each Alliance Member's organization, with an updated list presented once a year to the Board.

#### **Honorary Members**

The purpose of the Honorary Membership category is to affiliate individuals with Sister Cities Association of Sarasota (SCAS) who have an advantageous working relationship with the organization to which Honorary Membership is offered. .

Honorary Members may be added by nomination by any Board member and approved by a majority vote of the Board. Honorary members appointed in this manner shall not be required to pay dues and shall maintain said status at the discretion of the Board.

The Honorary Member designation is intended for, but not limited, to:

- Members of the Sarasota City Commission
- Chair of the Board of Sarasota County Commissioners
- Individuals associated with organizations that express an interest in, offer to exchange information with, and generally support the efforts of SCAS.



### **Alliance Member Nomination Form**

	Date:
Name of Organization / Association nominated f	or Alliance Membership
Address:	
Phone:	
Email:	
Activities of nominated organization and mutual :	benefits
Nominated by SCAS member	Seconded by SCAS member
Voted by the Board on(date)	Approved: Yes / No (circle one)



## **Honorary Member Nomination Form**

	Date:			
Name of Person nominated:				
Title / Position in below:				
Company / Organization				
Address:				
Phone:				
Email:				
Additional information / explanation for this nom	nination:			
Nominated by SCAS member	Seconded by SCAS member			
Voted by the Board on	Approved: Yes / No (circle one)			
(date)				

### **Intellectual Property Donation Policy**

#### Guidelines

All donations of original design and artwork or other intellectual property (IP) must 1) be the work of the submitter, or 2) the IP rights must be owned by the donor. All donations become the property of Sister Cities Association of Sarasota (SCAS). Donors are encouraged to creatively express Gulf Coast or local themes of a Sister City in an innovative manner.

#### **Conditions**

- Donations must not be plagiarized, stolen, or copied from any other source.
- Donations must not defame or invade the rights of any person, living or dead.
- Donations that use images or trademarked images that are not the intellectual property of the donor cannot be accepted without the written permission of the owner of the trademark or copyright.

#### **Reservation of Rights**

Sister Cities Association of Sarasota reserves the right to modify or clarify any of the artistic donation rules without advance notice.

- All donations become the property of Sarasota Sister Cities Association, and may be gifted for display in designated Sister Cities partnered with Sarasota Sister Cities Association.
- Sister Cities Association of Sarasota and Sister Cities partnered with SCAS may reproduce donated intellectual property, online or on merchandise or printed material, without the express written permission of the donor.
- The donor retains copyright for all other uses



## **Intellectual Property Donation Form**

Donor's Name:							
Phone: Email							
Title of Intellectual Property:							
Originator's Name (if different)							
Please tell us what inspired you	to donate this work:						
	Agreement:						
1) The donor certifies that s/he hol	ds the legal rights to donate the property.						
Sister Cities International (SCI) who submitted works in any future pub	becomes the property of the Sister Cities Association of Sarasota (SCAS) and be hold perpetual, non-exclusive rights without geographic limitations to use lication, promotional material and/or online service with no compensation and/or the donor's name and community. The copyright holder retains his/her rights for all other uses.						
3) SCAS and SCI take no responsibil	lity and will not compensate for any loss or damage to the work.						
and its members and partnered co	ectual property, the donor(s) agrees to give Sister Cities Association of Sarasota mmunities permission to publish and display the donated work at public d/or in promotional materials, at the discretion of Sister Cities Association of						
status. All funds come from member identification number is 65-017868 global peace and prosperity through	ota is a 501 (c) 3 non-profit organization with private charity (PC) deductibility ership fees, fund raising events, grants and donations. Our Federal tax 34. As a 501(c)3 organization, Sister Cities Association of Sarasota promotes 34 citizen diplomacy by using funding support to maintain key projects and 35 fdonor funding is applied to meaningful, lasting exchange programs and to 36 participants.						
Date:	Signature of Donor :						
Date:	Signature Authorized SSCA Gifts Manager						



### **Policies Regarding Official Incoming Visitors**

#### **Reimbursement Policy for Official Visitors and Delegations**

To qualify for payment under this policy, an expense forecast for the incoming official visit must be preapproved in writing by the Vice President for Cities and Candidate Cities, and presented to the Board for final approval. Expenses that fall within the terms of the City of Sarasota-SSCA Agreement may be reimbursed by the City of Sarasota. [See Bylaws Addendum #s3]

#### **Transportation**

- Visitors should be advised to use Sarasota/Bradenton International Airport (SRQ) whenever
  possible. SCAS representatives will provide transport to the visitor's hotel. In exceptional
  circumstances and with prior written approval, SCAS representatives may be reimbursed for
  alternative ground transport.
- Because of insurance restrictions and to insure the safety of motor vehicle occupants, the
  following requirements apply to any and all drivers carrying passengers who are official SCAS
  guests: 1) drivers must be at least 21 years of age and able to legally drive in Florida; 2) drivers
  must provide evidence of their own collision, personal injury and liability insurance; 3) drivers
  must abstain from drinking alcohol prior to providing transportation and while attending
  preceding SCAS events.
- Reimbursement for appropriate motor vehicle rentals is conditional on conformity to the above conditions, and cost estimates should be included in the pre-approved expense forecast.

#### **Housing**

- Hotel accommodation may be provided for a maximum of five rooms for five nights for official delegates.
- Home housing or higher education institutional dormitories may be used by SCAS for special exchanges.

#### Meals for Guests

- Reimbursements to SCAS by the City of Sarasota for meals will be limited by its per diem policy.
- Any overage for pre-approved meal expenditures will be covered by SCAS.

#### <u>Alcohol</u>

- No expenditure for alcoholic beverages will be paid from City of Sarasota funds.
- SCAS may, at its discretion, cover the cost of alcohol served at official SCAS receptions and events.
- Hosts should note that SCAS will not underwrite the cost for alcohol served at private events, dinners, or parties.



### **Policies Regarding Official Incoming Visitors**

#### Policies and Procedures for Official Student and Youth Visitors

To qualify for payment under this policy, an expenses forecast for the proposed visitation must be presented to the Board by the appropriate Vice President for the Board's written pre-approval. SCAS may be reimbursed by the City of Sarasota for expenses that fall within the terms of the City of Sarasota-SCAS Agreement. (See Bylaws Addendum #3)

#### Housing

- Housing will be provided or underwritten by SCAS and the City of Sarasota for a maximum of five days.
- Usually home housing will be arranged for students and chaperones.

#### Chaperones

- SCAS normally will require students to be accompanied by a chaperone(s) and/or a representative of the Sister City.
- SCAS expense reimbursement will be limited to one chaperone for every six students.

#### **Meals for Guests**

- Reimbursements to SCAS by the City of Sarasota for meals will be limited by the City's per diem policy.
- Any overage for pre-approved meal expenditures will be covered by SCAS.

#### Transportation

 Ground transportation within Sarasota County will be provided or underwritten by SCAS and the City of Sarasota.

#### Welcome packages

• Welcome packages, prepared by the Protocol Advisor or City Director, will be provided for each student and chaperone.

#### Entertainment

- Most tickets for official guests for concerts, entrance fees, and special events in Sarasota will be underwritten by SCAS.
- Visitors will pay for any special tours requested for outside of Sarasota, e.g., admission fees for special tourist attractions, meals, transportation, and overnight accommodation.

#### Health Insurance

- Students must bring their own medications and must be covered by health insurance that is valid in the USA.
- Students must also have a signed Authority for Medical Treatment Form



**Travel Disclosure, Waiver & Release Form**Each traveler is required to sign this Disclosure, Waiver and Release form in addition to any agreement signed with a travel agent or agency.

This Disclosure, Waiver and Release are given by the undersigned in connection with the SCAS-sponsored trip t						
То	from	to		(hereafter the "Trip")		
To(destination city)	(starting date)		ending date	, , ,		
The undersigned hereby acknowled any injury to person or damage to p directly or indirectly, from occurren person or supplier of services, prog	oroperty, pilferage or oth nces of weather, disasters	er loss or expe s, natural disast	nse of any nat ters or loss du	ure whatsoever arising e to the actions of any		
The undersigned hereby acknowled injury, sickness, illness, quarantine, your participation in any activity du	accident, expense, defec	•	•			
The undersigned hereby acknowled person or property due to an act of rendering services during the Trip. I damage or delay due to labor dispu or other authorities, weather, omis	negligence or default of Further, no responsibilition Ites, machinery and conv	any hotel, carr es are accepted eyance breakd	ier, restaurant I by SCAS for a own, acts or re	, company or persons additional expense for any		
The undersigned hereby acknowled recommended by his/her travel againsurances that cover:  Trip Cancellation/Interrupt Travel Delay Medical Expense Medical Transportation Se Baggage Damage, Loss or II Travel Accident	ent(s) be seriously consid tion rvice					
The undersigned hereby releases So the undersigned's participation in t of action of whatsoever kind in natu property sustained while participat Release are contractual and not me competent to execute this Disclosu	he Trip. The undersigned ure against SCAS which m ing in the Trip. It is furthe rely recitals. The undersi	hereby expres nay arise out of er acknowledge	sly waives any or in relations d that this Dis	and all claims or causes ship to injury to person or closure, Waiver and		
I have read and understand this agr	reement and herby attest	t to my willingn	ess to freely e	enter into it.		
Print Name:		Dat	e:			
Signature:		Dat	e:			

Witnessed By \_\_\_\_\_