

AGREEMENT ON ESTABLISHING A SISTER CITY RELATIONSHIP
BETWEEN THE CITY OF GALWAY, REPUBLIC OF IRELAND
AND THE CITY OF SEATTLE, WASHINGTON OF THE
UNITED STATES OF AMERICA

Pursuant to the objectives of the Sister Cities International program and the existent special relationship between Galway and Seattle, we, the representatives of these two cities agree to the following:

To regard the officials and citizens of one another's city with the utmost respect, friendship, and goodwill;

To communicate with one another on a frequent and continual basis, always responsive to special needs and requests;

To explore new and creative opportunities to promote trade and tourism between our two cities;

To identify and implement projects that would provide specific, meaningful contributions to the health and welfare of the people of Galway and Seattle; and

To continue to design and implement cultural and educational exchanges between our two cities including, but not limited to, student and teacher exchanges; athletic teams; visual and performing arts exchanges; seminars; and any other exchanges that would promote mutual understanding and communication between our two countries and cities.

As confirmation of our acceptance of this agreement and its goal, we set our hands this day.

Dated March 12, 1986.

Seattle, Washington, U.S.A.

Dated March 12th 1986.

Galway, Republic of Ireland



Charles Royer
Mayor of Seattle



Bridie O'Flaherty
Mayor of Galway

SISTER CITY AGREEMENT

THIS AGREEMENT is made between the City of Seattle (the "City") and the **Galway Sister City Association** (the "Association") to carry out the sister city affiliation agreement between the City and the city of Galway, (the "affiliated city").

1. **Sister City Program Goals.** The Association will develop and carry out a program of services and activities to implement the goals and objectives of the sister city program with the affiliated city and will participate in welcoming to Seattle dignitaries and delegations from there. These program goals include creating people-to-people friendships, fostering international understanding, exchanging ideas and information, promoting trade and commerce, and establishing goodwill between the affiliated communities.

2. **Annual Plan; Examples of Activities.** The Association will prepare and submit to the City an annual plan. The plan shall describe its proposed services and activities generally, include an operating budget, and shall explain in detail those services or activities for which City assistance is requested. The Association may change its plan from time-to-time and conduct additional activities that are not in the plan. Insofar as practical, the Association will welcome the participation of interested citizens in its planning and in furthering program goals.

An annual plan may include any of the following types of services or activities:

- a) Representing the City of Seattle as a community at public events and celebrations in the affiliated city, such as parades, festivals, trade shows or exhibitions, and in official ceremonies;
- b) Presenting exchanges with residents or officials of the affiliated city in order to further public understanding or mutual goodwill, including civil, art, cultural, educational or athletic exchanges; reciprocal trade missions; or commemorative projects in parks and public places; and mutual visitations and tourist promotions;
- c) Building knowledge and better understanding of the affiliated city among Seattle residents through exhibitions from the affiliated city (e.g., displaying books, photographs, or art objects, or showing films) shows or lectures, or direct communications;
- d) Encouraging people-to-people contacts with the affiliated city by fostering "pen pal" relationships in schools; student and teacher exchange programs; correspondence between residents of the respective cities and amateur ("ham") radio communications; arranging home hospitality for visitors from the affiliated city and exchanges between Chambers of Commerce and community organizations with their counterparts in the two cities;
- e) Sharing knowledge; coordinating the exchange and dissemination of business information; establishing educational linkages; maintaining and strengthening cultural and ethnic ties; and cooperating on issues of mutual or global concern; and

- f) Promoting programs aimed at improving international relationships with emphasis on the affiliated city.

The Association may develop projects of its own omitted from the above list.

3. **City Review and Assistance.** The City will review the Association's annual plan and budget within thirty days after its receipt. The City will reimburse the Association up to a maximum of Two Thousand Dollars (\$2000.00) per year for the eligible costs of conducting services or activities approved for City assistance, contingent on City budget authority for these reimbursements. Payment will be made upon the receipt of the City's approval of the plan and budget and the Association's statement that it has incurred a debt or made a contractual commitment equal to or greater than the payment requested, and is contingent upon submission of properly executed substantiating documents. Once a service or activity has been approved for City assistance, the Association may reduce or delete it or substitute another only with the City's concurrence.

The City's liability to the Association is limited to the contract payment; the City will **not** be liable for debts of the Association.

4. **Limits on use of City assistance.** City assistance will only be provided for Association services and activities of benefit to the public or the City.

Legal restrictions on expending City funds apply to Association expenditures of funds derived from the City. **No** City assistance may be expended for any of the following:

<u>EXPENDITURE</u>	<u>SOURCE OF RESTRICTION</u>	<u>EXPLANATION</u>
Gifts or Donations	Article VIII, Sec. 7 Of the Washington	A "gift" is a transfer of value without consideration;
"Promotional Hosting"	Article VIII, Sec. 7 of the Washington Constitution. See State v. Port of Seattle, 65 Wn. 2d 801 (1965)	Promotional hosting means the giving of food, refreshment and/or entertainment to generate the goodwill of the recipient or to attract his or her attention.
Electioneering	RCW 42.17.130; City Charter, Article XVIII, Sec. 4	Electioneering signifies a use of funds or property to assist a candidate for office or to favor or oppose an issue presented at an election,
Purchasing tobacco, Alcoholic beverages or Contrabands; Paying Fines	SMC Sec. 417.130; SMC Sec. 4.72.110	Tobacco and alcoholic beverages are considered a personal expenditure of the purchaser, regardless of how the products are used; Contraband are goods which it is unlawful to possess.

Unless authorized by the City, members of the Association committee serve as volunteers, without pay, other than reimbursement of expenses.

5. **Annual Report.** As soon as practical after the close of each year, the Association shall provide the City a report on its activities during the previous year. The report shall describe in detail its performance of services and activities undertaken with City assistance and include, or be accompanied by, a list of expenditures of and receipts for City funds.


6. **Coordination with the City.** The Association shall send a representative to general meetings called by the Mayor or his/her designee, from time-to-time with Seattle sister city associations. The Association shall confer with the Mayor or his/her designee, on request, on proposed services or activities, visitations, or City projects with the affiliated city. The Association shall allow the City Comptroller and the State Auditor access on request during business hours to its financial records for purposes of auditing compliance with this agreement.

7. **Ethics Clause.** A member of the Association shall use his or her position with the Association to advance the program goals enumerated in Paragraph 1 of this Agreement. A member shall not use his or position primarily for his or her private benefit, or the private benefit of a for-profit- or non-profit entity that the member serves as an officer, director, partner or employee.

The City shall notify the Association when it has reason to believe that a member is not acting in compliance with this Clause, and the Association shall take appropriate actions to remedy the member's misuse of his or her position. If the City is not satisfied by the Association's actions, the City can withhold the assistance under Paragraph 3 of this Agreement until such a time as the Association takes appropriate actions to remedy the member's misuse of his or her position. Failure to address the City's concerns is also grounds for terminating this Agreement.

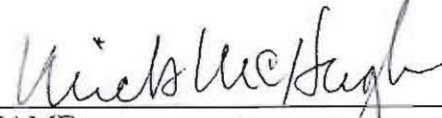
8. **Assignment; Termination.** Neither party shall assign or transfer its interest under this agreement without the other's written consent. This agreement shall continue in effect from year to year. Either party may terminate this agreement effective sixty (60) days after giving the other party written notice.

To record their agreement, the City and the Association have signed this agreement through their authorized representatives.



Mayor, the City of Seattle

DATE; 11/6/11



NAME: _____
TITLE: president
Sister City Association: Galway
DATE: 11/18/11

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3 "City") and the Galway Sister City Association (the
4 "Association") to carry out the sister city affiliation
5 agreement between the City and the city of Galway (the
6 "affiliated city").

7 1. Sister City Program Goals. The Association will
8 develop and carry out a program of services and activities to
9 implement the goals and objectives of the sister city program
10 with the affiliated city and will participate in welcoming to
11 Seattle dignitaries and delegations from there. These
12 program goals include creating people-to-people friendships,
13 fostering international understanding, exchanging ideas and
14 information, promoting trade and commerce, and establishing
15 goodwill between the affiliated communities.

16 2. Annual Plan; Examples of Activities. The
17 Association will prepare and submit to the City an annual
18 plan. The annual plan shall describe its proposed services
19 and activities generally, include an operating budget, and
20 shall explain in detail those services or activities for
21 which City assistance is requested. An annual plan may
22 include the first quarter of the ensuing year. The
23 Association may change its plan from time to time and conduct
24 additional activities that are not in the plan. Insofar as
25 practical, the Association will welcome the participation of
26 interested citizens in its planning and in furthering program
goals.

1 An annual plan may include any of the following types of
2 services or activities:

- 3 a) Representing the City of Seattle as a community at public
4 events and celebrations in the affiliated city, such as
5 parades, festivals, trade shows or exhibitions, and in
6 official ceremonies;
- 7 b) Presenting exchanges with residents or officials of the
8 affiliated city in order to further public understanding
9 or mutual goodwill, including civil, art, cultural,
10 educational or athletic exchanges; reciprocal trade
11 missions; or commemorative projects in parks and public
12 places; and mutual visitations and tourist promotions;
- 13 c) Building knowledge and better understanding of the
14 affiliated city among Seattle residents through
15 exhibitions from the affiliated city (e.g., displaying
16 books, photographs, or art objects, or showing films)
17 shows or lectures, or direct communications;
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19 city by fostering "pen pal" relationships in schools;
20 student and teacher exchange programs; correspondence
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22 ("ham") radio communications; arranging home hospitality
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25 with their counterparts in the two cities;
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dissemination of business information; establishing

1 educational linkages; maintaining and strengthening
2 cultural and ethnic ties; and cooperating on issues of
3 mutual or global concern; and

4 f) Promoting programs aimed at improving international
5 relationships with emphasis on the affiliated city.

6 The Association may develop projects of its own omitted from
7 this list.

8 3. City Review and Assistance. The City will review
9 the Association's annual plan and budget within thirty days
10 after its receipt. The City will pay the Association up to a
11 maximum of Nine Hundred Dollars (\$900.00) per year for the
12 eligible costs of conducting services or activities approved
13 for City assistance. Payment will be made upon the receipt
14 of the City's approval of the plan and budget and the
15 Association's statement that it has incurred a debt or made a
16 contractual commitment equal to or greater than the payment
17 requested, and is contingent upon submission of properly
18 executed substantiating documents and the annual report and
19 budget. Once a service or activity has been approved for
20 City assistance, the Association may reduce or delete it or
21 substitute another only with the City's concurrence.

22 Unless the City authorizes their expenditure on other
23 services and activities, the Association shall return to the
24 City any unexpended City assistance and refunds received
25 which remain at the end of the year. The City's liability to
26 to the Association is limited to the contract payment; the
27 City will not be liable for debts of the Association.

28 4. Limits on use of City assistance. City assistance
will only be provided for Association services and activities
of benefit to the public or the City.

1 Legal restrictions on expending City funds apply to
 2 Association expenditures of funds derived from the City.
 3 No City assistance may be expended for any of the
 4 following:

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"Promotional Hosting"	Article VIII, Sec. 7 of the Washington Constitution. See <u>State v. Port of Seattle</u> , 65 Wn. 2d 801 (1965)	Promotional hosting means the giving of food, refreshment and/or entertainment to generate the goodwill of the recipient or to attract his or her attention.
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25 Unless authorized by the City, members of the Association
 26 committee serve as volunteers, without pay, other than
 27 reimbursement of expenses.

1 5. Annual Report. As soon as practical after the close
2 of each year, the Association shall provide the City a report
3 on its activities during the previous year. The report shall
4 describe in detail its performance of services and activities
5 undertaken with City assistance and include, or be
6 accompanied by, a list of expenditures of and receipts for
7 City funds.

8 6. Coordination with the City. The Association shall
9 send a representative to general meetings called by the Mayor
10 from time to time with Seattle sister city associations. The
11 Association shall confer with the Mayor or his/her designee,
12 on request, on proposed services or activities, visitations,
13 or City projects with the affiliated city. The Association
14 shall allow the City Comptroller and the State Auditor access
15 on request during business hours to its financial records for
16 purposes of auditing compliance with this agreement.

17 7. Assignment; Termination. Neither party shall assign
18 or transfer its interest under this agreement without the
19 other's written consent. This agreement shall continue in
20 effect from year to year. Either party may terminate this
21 agreement effective sixty (60) days after giving the other
22 party written notice.

1 To record their agreement, the City and the Association
2 have signed this agreement through their authorized
3 representatives.

4 *Charles Raper*
5 Mayor, The City of Seattle

Michael M. McHugh
NAME:
TITLE:

6 *Chairman Galway/Seattle.*
7 Sister City Association

8 DATE: *July 27, 1988*

9 DATE: *7/20/88*