

## **Sister City Agreement**

### **SISTER CITY AGREEMENT BETWEEN THE CITY OF ISLA MUJERES, FROM THE STATE OF QUINTANA ROO OF THE UNITED MEXICAN STATES AND THE CITY OF BONITA SPRINGS, FROM THE STATE OF FLORIDA OF THE UNITED STATES OF AMERICA.**

The city of Isla Mujeres, from the State of Quintana Roo of the United Mexican States ("Isla Mujeres") and the City of Bonita Springs, from the State of Florida of the United States of America ("Bonita Springs"), hereafter referred to as "the Parties" or individually as "the Party";

**CONSIDERING** that the Parties wish to create a relationship as sister cities; and

**WISHING** to strengthen the bonds of friendship and cooperation between the Parties, through the establishment of a formal sister cities relationship in accordance to the International Sister Cities Program, to foster friendship and understanding between the Parties; and

**ACKNOWLEDGING** the importance of establishing mechanisms that contribute to the development and strengthening of bilateral cooperation, as well as the will to undertake effective actions in commercial and social development of the Parties;

The Parties hereby agree to the following:

#### **ARTICLE I Objective**

This Agreement has as an objective to formalize the Sister City agreement between the City of Isla Mujeres from the State of Quintana Roo, of the United Mexican States, and the City of Bonita Springs from the State of Florida, of the United States of America, to strengthen cooperation and understanding between the Parties and the institutions of their respective territorial areas, to intensify efforts that contribute to the exchange of experiences and the realization of activities in mutual benefit.

## **ARTICLE II**

### **Areas of Cooperation**

To reach the objective of this Agreement, the Parties commit to develop specially directed cooperation actions, to the extent possible, including yet not limited to the following areas:

A) Economic development

- Consulting resources / environment
- Industry and commerce
- Manufacturing
- Communications

B) Municipal Development

- Urban planning and construction
- Public administration
- Urban logistics

C) Social Development

- Culture, arts, cultural heritage
- Health and public education
- Touristic development
- Sports
- Public transportation
- Ecology and rational usage of natural resources
- Cooperation in the area of human resources
- Exchanges in youth and sports delegations
- Science and technology

D) Any other area of cooperation agreed upon by the Parties

### **ARTICLE III Modes of Cooperation**

The Parties agree that the cooperation actions the present Agreement refers to will be carried on through the following modalities as practical:

- a) promotion and diffusion;
- b) exchange of entrepreneurial projects;
- c) exchange of information, documentation and materials;
- d) organization of fairs, seminars and series of conferences;
- e) studies and joint investigations;
- f) exchange of technicians, specialists and professionals;
- g) training of human resources;
- h) cultural, sports and artistic exchange;
- i) organization of seminars, workshops, symposiums and conferences; and
- j) any other modality that the Parties agree to.

### **ARTICLE IV Competencies**

The Parties commit to undertake the cooperation modalities referred to by the Article III of this Agreement, with absolute respect to their designated competencies, available resources, and subject to the regulation and Political-Economic directives of their respective Government.

### **ARTICLE V Annual Operative Programs**

In order to achieve the objectives of this Agreement, the Parties convene in formulating, following consultation, Annual Operative Programs (AOP's / POA's), which once formalized will become integral part of this Agreement.

The AOP's will integrate with the projects or specific activities, observing for each program the following aspects:

- a) objectives and activities to develop;
- b) work calendar;
- c) profile, number and stay time of assigned personnel;
- d) responsibility Party;
- e) allocation of human, material and financial resources;
- f) evaluation mechanisms; and
- g) any other information considered to be necessary.

The execution of this Agreement will not be conditioned to the Parties establishing projects in all cooperation modalities, and no Party will be obligated to collaborate in activities where internal prohibitions may exist, be they derived from available resources, law, institutional regulation or custom.

The Parties will assemble annually in order to evaluate the derived aspects of the application of the current Agreement and to propose new guidelines for the development of mutual interest projects.

The Parties will elaborate reports on the development and reached achievements based on this Agreement and will communicate so to their respective Chancellery, as well as to the bilateral authority defined by mutual agreement. Both Parties commit to formulate the first AOP within ninety (90) days following the signing date of the current Agreement.

## **ARTICLE VI**

### **Additional Collaboration Proposals**

Regardless of the formulation of the AOP referred to by the Article V of this Agreement, each Party will be able to formulate collaboration proposals during the time of the instrumentation of the cooperation activities.

## **ARTICLE VII**

### **Supervision and Coordination Mechanism**

With the objective of having adequate supervision and coordination mechanisms of the activities to be realized under this Agreement, as well as to ensure

the best conditions for its execution, a Work Group will be established integrated by representatives to be named at a later date.

The Work Group will gather periodically and in the place agreed by the Parties, with the objective of evaluating the derived aspects of the application of this Agreement and will have under its domain the following functions:

- a) make the necessary decisions, in order to fulfill the objectives of this Agreement;
- b) identify the areas of common interest to elaborate and formulate the specific cooperation projects;
- c) guide, organize and formulate the pertinent recommendations for the execution of the activities of this Agreement;
- d) receive, review and approve the reports of advances in the areas of cooperation of this Agreement, and
- e) any other function to which the Parties agree.

## **ARTICLE VIII Financing**

The Parties will finance the activities referred by this Agreement with the designated resources in their respective budgets, conforming to their availability and the provisions of its legislation. Each Party will bear their own costs related with its participation, except in the case where alternate financing mechanisms could be used for specific activities, when considered appropriate.

## **ARTICLE IX Designated Personnel**

The designated personnel by each of the Parties for the execution of the cooperation activities under this Agreement shall perform under the direction and dependency of the institution it belongs to, therefore not creating work-related relations with the other Party, which in under no circumstance will be considered as a substitute employer.

The Parties will rely on their concerning authorities with the objective of granting the necessary means for the entrance and exit of the participants that intervene, officially, in the cooperation projects derived from this Agreement.

The parties will ensure that their participating personnel in the cooperation actions has medical insurance, personal and life insurance, so that if an incident results from any activities under this Agreement, the specific city will be responsible for their own employee or representative.

## **ARTICLE X**

### **Controversy resolution**

Any difference derived from the interpretation or application of this Agreement will be resolved by the Parties mutually. Should the Parties not be able to mutually agree, this Agreement may be terminated by either party.

## **ARTICLE XI**

### **Final provisions**

This Agreement is effective from the date of its signing and will have a duration of five (5) years. This Agreement may be renewed upon written approval by both Parties.

This Agreement may only be modified by mutual consent of the Parties, formalized through written communication, in which the date of effect is specified.

Any of the Parties shall, at any time, end this Agreement, through written notification addressing the other Party, with sixty (60) days in advance.

Signed in the city of Bonita Springs, this 7<sup>th</sup> day of March of two thousand eighteen, in two original sets in English, being both documents equally authentic.

FOR THE CITY OF ISLA MUJERES,  
FROM THE STATE OF QUINTANA ROO  
OF THE UNITED MEXICAN STATES



---

Juan Luis Carrillo Soberanis  
Presidente Municipal

FOR THE CITY OF BONITA SPRINGS,  
A FLORIDA MUNICIPAL CORPORATION  
THE UNITED STATES OF AMERICA



---

Peter Simmons  
Mayor

---



---

Debra Lopez  
City Clerk