

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into as of _____, 2025, by and between PUTIGNANO SISTER CITY COMMITTEE, hereinafter referred to as "PSCC," and the CITY OF VISALIA, hereinafter referred to as the "City". PSCC and the City are collectively referred to in this MOU as the "Parties."

RECITALS

Whereas, at the beginning of the twentieth century, twenty-five farming families from Putignano, Italy, settled in Visalia, California, forming a strong Italian-American community; and

Whereas, over time, they established the Sons of Italy committee to preserve their heritage and cultural pride; and

Whereas, in September 1979, a delegation from this committee visited Putignano to explore their shared roots, and during their ten-day stay, Mayor Vinella of Putignano proposed forming a Sister City relationship to strengthen ties between the two communities; and

Whereas, in 1980, the Visalia City Council, led by Mayor Pete Peterson, officially approved the Sister City concept and established the PSCC to facilitate cultural exchange; and

Whereas, a delegation from Putignano, including Mayor Vinella, visited Visalia to formalize the relationship through an official agreement; and

Whereas, to commemorate this bond, the PSCC and City collaborated on the construction of a replica Trulli Building, a traditional Putignano structure, symbolizing the heritage of the original immigrant families; and

Whereas, fundraising for the Trulli Building began in 1980, with PSCC leading the efforts alongside City staff and volunteers, and after years of dedicated work, the building was completed as a joint effort between the PSCC and the City; and

Whereas, on April 27, 1986, it was officially dedicated at Memorial Park as a gift to the city, marking a significant milestone in the Sister City relationship and serving as a lasting tribute to the shared cultural heritage of Visalia and Putignano.

Now, Therefore, in consideration for the foregoing, PSCC and City wish to set forth the terms and conditions regarding ongoing and future use, maintenance, and capital improvements related to the Trulli Building at Memorial Park, hereinafter referred to as the "Premises."

A. Maintenance

1. City Responsibilities:

- a. Clean and maintain the condition of exterior of the Premises and any permitted improvements or alterations, including but not limited to painting, exterior fixtures, and lighting. Any exterior alterations or improvements must be agreed upon by the City of Visalia in advance and approved by the City Manager in writing.
- b. Cover all utility costs associated with the Premises.
- c. Conduct major maintenance repairs, including repair or replacement of HVAC, electrical, plumbing, and other main systems, in a timely fashion ensuring minimal disruption to PSCC activities.
- d. The City will not be held responsible for the rebuilding or repair of the Truli facility in the event of a catastrophic incident that renders the building uninhabitable or beyond repair.

2. PSCC Responsibilities:

- a. Repair any damages to any portion of the Premises or any of the City's property located on or about the Premises caused by PSCC activities or invitees. Any damaged property shall be restored to its previous condition.
- b. Obtain City Approval before making any interior or exterior alterations or improvements, in advance in writing.
- c. Notification of required maintenance repairs shall be done in writing and approved in advance of any work being conducted on the premises.
- d. PSCC will clean and maintain the condition of the interior of the Premises and all permitted improvements or alterations, including but not limited to painting interior fixtures, and lighting. PSCC shall be responsible for all minor repairs, including but not limited to the replacement of plumbing fixtures, sinks, and batteries in thermostats. Any interior alterations or improvements must be agreed upon by the City of Visalia in advance and approved by the City Manager in writing, and all permits and state and local laws must be adhered to.

B. Capital Projects

PCSS will get permission from the City on any future upgrades or capital projects related to the Premises, prior to the commencement of any work.

C. Building Use

- 1. Heritage Display: PSCC will display a collection of Putignano heritage items, including pictures and artifacts, within the Premises. The City shall not be responsible for any loss or damage to those items.
- 2. Public Access: The Premises will be open to the public on the third Saturday of every month from 10:00 a.m. to 1:00 p.m. The Premises will not be available for public rentals.

3. PSCC Use: PSCC may use the Premises for meetings and special events with prior written notice to the City.
4. City Use: The City may utilize the Premises for staff or public meetings only.

D. Signage

PSCC will sponsor the installation of a sign at Memorial Park, adjacent to the Trulli Building, to officially mark the space as the "Putignano Heritage Piazza". PSCC will cover all material costs associated with the sign, while the City will be responsible for the installation.

E. Bocce Ball Courts

1. Construction: PSCC proposed the installation of a bocce ball court west of Memorial Park, adjacent to the Premises.
2. PSCC will cover all material costs, while the City will provide labor for construction and will assume responsibility for ongoing maintenance of the bocce ball courts. PSCC shall pay the City of Visalia \$9,400.00 for the material cost of the bocce ball courts and the sign, with payment due on or before June 30, 2026.
3. Ownership & Access: The bocce ball court will be owned by the City, with PSCC having access upon request.

F. Term

The Parties agree to a term of five (5) years commencing upon the execution of this MOU or until this MOU is terminated pursuant to section H below. Two additional five-year term extensions may be mutually agreed upon with the option to discuss and renegotiate. A new MOU is required should the Parties agree to continue past the initial five-year term and any extensions as described above.

G. Termination Notice

This Memorandum of Understanding may be terminated by either Party, with or without cause, by providing ninety (90) days' written notice to the other Party. Upon termination, the Parties agree to cooperate in good faith to wind down any ongoing

activities and ensure an orderly conclusion of mutual responsibilities, with no further obligations beyond those already incurred as of the termination date.

H. Default

If either Party defaults on its obligation under this MOU, the non-defaulting Party shall provide written notice to the defaulting Party. The City shall have a thirty (30) day cure period to remedy any default, and PSCC shall also have a thirty (30) day cure period.

I. Notice.

Any notice to be sent for any reason stipulated within this MOU shall be sent to following addresses:

Putignano Sister City Committee Attn: Chairman johnbianco815@gmail.com	City of Visalia Attn: Parks and Recreation Director Jason.Glick@visalia.city
--	--

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the effective date indicated above.

Putignano Sister City Committee
Chairman, John Bianco

City of Visalia
Leslie Caviglia, City Manager