



Memorandum

To: Mayor and Town Council
From: Patty McKenny, Town Clerk
Date: April 17, 2018
Subject: Japan Sisterhood Exploration Visit 2018 – Post Visit Report

I. SUMMARY

This past January a Vail delegation, comprised of elected officials, town staff, and Japanese representative, Souichi Nakamura with Interpacific Network Corporation, traveled to Japan for an exploration visit to the Nagano Prefecture. The team will present a follow-up report about this six day trip, which will include: 1) trip highlights and attractions of the visit, 2) business meeting discussions, and 3) suggestions for next steps in developing the Global Friendship Exchange programming. The Town entered into two agreements with Japan governments on January 25, 2018, as follows (and attached):

- Global Friendship Exchange Agreement between the Yamanouchi-machi, Nagano Prefecture, Japan, and the Town of Vail, State of Colorado, United States
- Global Friendship Exchange Memo of Understanding (“MOU”) between the Yamanouchi-machi, Nagano Prefecture, Japan, and the Town of Vail, State of Colorado, United States

The global friendship exchange agreements outline the program whereby Vail and Yamanouchi-machi would strengthen relationships as resort communities through exchanges focused on topics of tourism, environmental sustainability, transportation, and business development.

II. BACKGROUND

Souichi Nakamura, the representative appointed by Governor Shuichi Abe, Governor of Nagano and Mayor Takefushi, Yamanouchi-machi, Japan, has spent considerable time with the Town of Vail in helping to build the friendly relationship between the region in Japan and Town of Vail. The dialogues began with an outreach from Governor Abe who visited Vail during the summer of 2016. It was the Governor’s suggestion to create the relationship with Yamanouchi-machi. Their officials arrived in Vail for an exploration visit during the summer of 2017 and as a result extended an invitation to Vail officials to visit their resort area. The 2018 January trip offered an opportunity for Vail officials to visit the resort region and meet with officials to discuss the friendship arrangement.

The presentation is a chance for the delegates to share with the Vail community their international experience with a number of trip highlights and the outcomes of their business meetings. The itinerary included a visit to the famous Jigokudani Wild Snow Monkey Park (a UNESCO site), skiing at Yakebitaiyama Ski Resort, a stay at the authentic Kanbayashi Hotel Senjukaku, an unveiling ceremony with the Yamanouchi officials, and a press conference with the Nagano Prefecture officials. The Vail delegation also attended three business meetings

conducted during the trip, including a meeting with the Daichi Suzuki, Chief Commissioner, Japan Sports Agency, the Yamanouchi-machi officials, and the Nagano Prefecture officials. The topics of mutual interest that were discussed at these meetings included mountain tourism, environmental sustainability, and transportation. A couple of comments made by the Vail delegates in response to the question “what was your favorite highlight of the trip” are follow:

- ❖ “the cultural experience was a highlight, of course, but more specific to my profession, I enjoyed meeting all the delegates and especially found the monument unveiling to be very heartwarming and meaningful. The friendship exchange was, and will continue to be, an enriching experience”
- ❖ “the exposure to traditional Japanese culture and the aesthetic the Japanese have integrated in their hospitality. I enjoyed learning about Yamanouchi's UNESCO's Biosphere Preserve and the snow monkey habitat and their natural history, also seeing how their community values and protects their iconic wildlife and natural heritage”

III. NEXT STEPS

Town staff and Mr. Nakamura continue to explore the next steps of programming as a result of executing the Global Friendship Exchange agreements. The presentation will address suggestions and ideas for next steps and allow an opportunity for discussion and feedback with the town council about what priorities might be pursued.

It is also recommended that during the 2019 budget cycle, a program budget be developed to support the implementation of the Global Friendship Exchange programming. The town council has recently supported cultural exchanges with San Miguel de Allende, Mexico, and staff is currently exploring a rejuvenation of its relationship with St. Moritz, Switzerland. The costs associated with the Japan trip totaled about \$3,000 per person.

The Town of Vail continues to support its vision “to be the premier international mountain resort community” by engaging in this kind of programming as it has allowed Vail to engage with similar resort communities on an international platform, share best practices, and explore its international interests of diplomacy and friendships.

Attachments:

- ✓ Global Friendship Exchange Agreement and Memo of Understanding (2)

GLOBAL FRIENDSHIP EXCHANGE AGREEMENT "AGREEMENT"
BETWEEN THE YAMANOUCHI -MACHI, NAGANO PREFECTURE, JAPAN
AND THE TOWN OF VAIL, STATE OF COLORADO, UNITED STATES OF AMERICA

The Yamanouchi-machi, located in the Nagano Prefecture, Country of Japan, and the Town of Vail, of the State of Colorado of the United States of America, here in after referred to as "the Parties";

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

ACKNOWLEDGING that the cities have the intention to develop collaborative activities, under the law provisions of the United States of America and the Japan, with particular attention to the terms related to culture;

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

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 agreed to the following:

ARTICLE I
Objective

The objective of the Agreement is to formalize the global friendship exchange between the Yamanouchi-machi, Nagano Prefecture, Country of Japan and the Town of Vail, of the State of Colorado of the United States of America, to encourage bilateral cooperation, to intensify common efforts, and to exchange experiences and the execution of common activities that contribute to the development of both cities.

ARTICLE II
Areas of Cooperation and Modalities

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

- a) Education: Encourage the local school boards to share educational programs and systems. Encourage the development of student exchange programs between the cities.
- b) Cultural Exchange: Promote cultural, artistic and sports exchanges to advance the understanding and enjoyment of each city's cultural attributes, traditions and heritage.
- c) Promotion of Tourism: Each party will promote the other Party through their corresponding information office and/or the local tourism office, to make people aware of the global friendship city's sites.

- d) Environmental Cooperation: Both parties will share best practices to promote sustainable development, promoting pollution prevention policies and practices and encourage environmental education and research.
- e) Any other area of cooperation that the Parties agree upon.

ARTICLE III
Final Provisions

The Agreement shall enter into effect upon the date of its signature and shall remain in effect for a period of one (1) year from the date of its signature. It may be renewed for an additional one (1) year period, by acceptance by both Parties through prior written agreement.

(The Parties) hereby conclude a Memorandum of Understanding to promote specific exchange programs based on the agreement

Signed in Nagano City, Japan on the 25th of January, 2018, in two original and official copies in the Japanese and English languages, both texts being faithful translations.


FOR YAMANOUCHI-MACHI
NAGANO PREFECTURE
COUNTRY OF JAPAN


Yoshitaka Takefushi
Mayor


FOR THE TOWN OF VAIL
STATE OF COLORADO
UNITED STATES OF AMERICA


David Chapin
Mayor

Attest


Shuichi Abe
Governor of Nagano Prefecture

Honorary Witness


Patty McKenny
Town Clerk



日本国長野県山ノ内町およびアメリカ合衆国コロラド州ベイル町による
国際友好交流協定（以下「本協定」）

日本国長野県に位置する山ノ内町およびアメリカ合衆国コロラド州ベイル町（以下「両当事者」という。）は、両当事者を結ぶ友情の絆と協力関係の強化に双方が関心を持つことを約因とし、両町がアメリカ合衆国と日本国の法律に基づき、特に文化に重点を置いた連携活動を育成する意図を持つことを確認し、適切な法的手段を通して連携関係を強化する決断をしたことを宣言し、二地域間の協力体制を強化・育成する仕組みを制定することの重要性、さらに両当事者の経済と社会発展にとって効果的な企画や行動を実行する必要性を確信し、以下のように同意した。

（目的）

第1条 本協定の目的は、日本国長野県山ノ内町と、アメリカ合衆国コロラド州ベイル町（以下「両当事者」という。）の間に友好都市交流を提携し、それにより両町間の協力関係を推進し、相互努力を強化し、両町の発展に寄与する相互活動の経験を分かち合い、実施することである。

（協力分野と方法）

第2条 協定の目的を達成するため、両当事者は特に定められた以下の項目に関する協同プロジェクトの検討・開発の実施を約束する。ただし、分野は以下の項目に限らない。

教育：両町における教育委員会が教育プログラムと制度について分かち合うことを奨励する。両町間の学生交流プログラムを奨励する。

- a) 教育：両町における教育委員会が教育プログラムと制度について分かち合うことを奨励する。両町間の学生交流プログラムを奨励する。
- b) 文化交流：両町の文化特性、伝統、遺産の理解と享受をはかるため、文化、芸術、スポーツに関する交流を推進する。
- c) 観光の推進：町民に友好都市の観光地を周知するため、それぞれの情報部門、観光部門を通して、お互いの地域を宣伝発信する。
- d) 環境における協力：両当事者は持続可能な開発を奨励し、汚染予防政策とその実行を進め、環境教育と研究を奨励するため成功事例を共有する。
- e) 以上の項目以外の両当事者が同意する協力項目

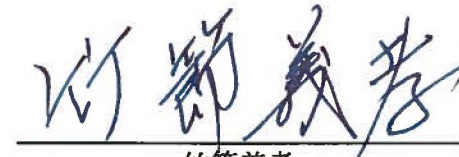
（最終規定）

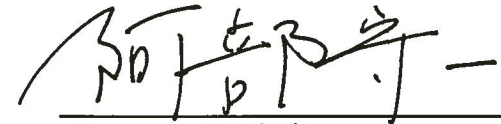
第3条 本協定は、署名された日から有効となり、有効期間は署名された日から1年間とする。事前の書面同意によって両当事者が承認することにより、さらに1年更新することができる。

本協定に基づく具体的な交流を推進するため、覚書を定める。

本協定は 2018 年 1 月 25 日、日本国長野市にて、いずれも忠実な翻訳である日本語と英語の正式な原本 3 通に署名された。

日本国長野県山ノ内町を代表して


竹節義孝
町長


阿部守一
長野県知事

名誉立会人

アメリカ合衆国コロラド州ベイル町を
代表して


Dave Chapin
町長


Patty McKenny
町書記官

証人



**GLOBAL FRIENDSHIP EXCHANGE MEMO OF UNDERSTANDING ("MOU")
BETWEEN THE YAMANOUCHI –MACHI, NAGANO PREFECTURE, JAPAN
AND THE TOWN OF VAIL, STATE OF COLORADO, UNITED STATES OF AMERICA**

Yamanouchi Town of Nagano Prefecture in Japan and Vail Town of the State of Colorado in the United States of America (hereafter referred to as "Parties") hereby agree to the following as part of a friendship agreement promoting exchanges between the two Parties.

**ARTICLE I
Competence**

The Parties commit themselves to carry out the modalities of cooperation, referred to in Article II of the Memo of Understanding ("MOU") in accordance with their respective authorities and subject to the political and economic laws and regulations of their respective Governments.

**ARTICLE II
Annual Action Programs**

In order to achieve the objectives of the MOU, the Parties agree to formulate, through prior discussion, Annual Action Programs (AAP), which shall become an integral part of the MOU once they are formalized.

The AAP shall be integrated with specific projects or activities and which must reference each of the following aspects:

- a) objectives and activities to develop;
- b) work agenda;
- c) profile, quantity and duration of the assigned personnel;
- d) responsibility of each Party;
- e) assignment of materials, personnel and financial resources;
- f) evaluation mechanism; and,
- g) any other necessary information.

The enforcement of this MOU is not conditioned by the Parties' to establishment of PAA in all the modalities of cooperation listed in paragraphs a) to e) of Article II, nor are they obligated to collaborate in those activities where internal prohibitions exist, derived by law, institutional normative, or customs.

The legal representative of each Party shall meet annually in person or at least hold one yearly telephone conference in order to evaluate the results derived from the MOU and to propose new guidelines for the development of projects of mutual interest.

The Parties shall produce progress reports of achievements based on the MOU and shall communicate them to their corresponding government officials, as well as the bilateral departments in charge, as determined by mutual MOU.

Both Parties will make their best efforts to formulate the first AAP within one hundred and eighty (180) business days after the signing date of the MOU.

ARTICLE III

Additional Collaboration Proposals

In addition to AAP referred to in Article IV of the MOU, each Party may formulate additional collaboration proposals, as they arise during the implementation of activities predetermined through the AAP.

ARTICLE IV

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 MOU, as well as to assure the best conditions for its execution, a Working Group, integrated by representatives of both Parties, shall be established, and coordinating each Parties activities the following areas:

- On behalf of Yamanouchi-machi , Nagano Prefecture, through the officials;
- On behalf of the Town of Vail, Eagle County, State of Colorado of United States of America, through the Mayor and Town Manager of the Town.

The Working Group may meet periodically in a location agreed upon by the Parties or at least hold one yearly telephone conference in order to evaluate the activities derived from the application of the MOU. The Working Group shall have the following functions:

- a) adopt the necessary decisions in order to carry out the objectives of the present MOU;
- b) identify the areas of common interest in order to elaborate and formulate specific cooperation projects;
- c) orientate, organize and formulate relevant recommendations in order to fulfill the activities of the MOU;
- d) receive, review and approve, when applicable, the progress reports in the areas of cooperation within the MOU; and,
- e) any other functions that the Parties may agree upon.

ARTICLE V

Financing

The Parties shall finance the activities referred to in the MOU 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, except in the case that alternate financial mechanisms may be used for specific activities, if considered appropriate.

ARTICLE VI

Information, Material and Protected Equipment

The Parties agree that information, materials and protected equipment deemed classified by national legislation for national security or foreign relations purposes of either Party, shall not be subject to transfer within the MOU.

When undertaking activities pursuant to this MOU, any information, material and equipment which require or could require protection and classification is identified, the Parties shall inform the adequate authorities and establish in writing, the corresponding protective measures.

The transference of information, material and equipment, which is not protected or classified, but which exportation is regulated by one of the Parties, shall be done according to the applicable national legislation and should be identified, along with its intended use or subsequent transference. If any of the Parties consider it necessary, measures shall be taken to prevent the non-authorized transference or re-transference of such property.

ARTICLE VII International Instruments

The cooperation referred to in the MOU shall not affect the rights and duties which the Parties previously acquired under other international treaties and instruments.

ARTICLE VIII Intellectual Property

If as a result of actions carried out in accordance with this MOU, products of commercial value and/or rights of intellectual property are generated, these shall be governed by the applicable national legislation, as well as the international conventions, which are binding for Japan and the United States of America.

ARTICLE IX Designated Personnel

The personnel assigned by each Party for the execution of cooperation activities derived from the MOU, shall continue under the direction and dependence of the institution to which he/she pertains, and shall not create any labor relation with the other Party, which in no case shall be considered as a substitute employer.

Each Party shall carry out the corresponding necessary procedures under its respective authorities in order to facilitate the entry and departure of its respective participants who are officially involved in the projects derived from the MOU. Such participants shall be subject to the immigration, tax, customs, sanitary and national security laws of the receiving country and may not partake in 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 have medical, liability and life insurance, so that, if damage results from such activities derived from the MOU, repair or restitution shall be covered by the corresponding insurance company.

ARTICLE X Participation of Other Institutions and Individuals

The Parties may include Non-Governmental Organizations or individuals from the civil society in AAP.

ARTICLE XI Disputes

Any difference or divergence derived from the interpretation or application of the MOU will give rise to the early termination of the MOU, by means of a written notification of early termination sent by one Party to the other Party.

**ARTICLE XII
Final Provisions**

The MOU shall enter into effect upon the date of its signature and shall remain in effect for a period of one (1) year from the date of its signature. It may be renewed for an additional one (1) year period, by acceptance by both Parties through prior written MOU.

The MOU may be modified by mutual consent of the Parties, by formalizing it through written and signed communications and specifying the date of its entry into force.

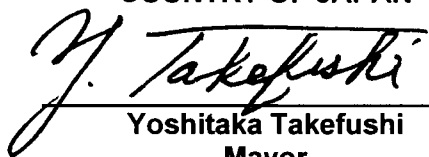
The early termination of the MOU shall not affect the completion of ongoing APP, formalized while it was in force.

Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.

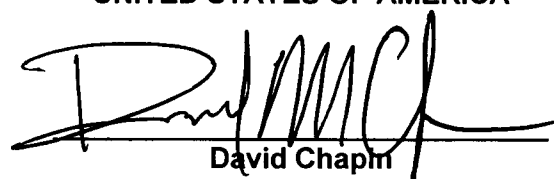
Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

Signed in Nagano City, Japan on the 25th of January, 2018, in two original and official copies in the Japanese and English languages, both texts being faithful translations.

FOR YAMANOUCHI-MACHI
NAGANO PREFECTURE
COUNTRY OF JAPAN


Yoshitaka Takefushi
Mayor

FOR THE TOWN OF VAIL
STATE OF COLORADO
UNITED STATES OF AMERICA


David Chapin
Mayor

Attest


Patty McKenny
Town Clerk



日本国長野県山ノ内町およびアメリカ合衆国コロラド州ベイル町による 国際友好交流協定に関する覚書（以下「本覚書」）

日本国長野県山ノ内町と、アメリカ合衆国コロラド州ベイル町（以下「両当事者」という。）は、友好都市交流協定に基づき、交流の推進を図るため、以下のとおり覚書を締結した。

（法的能力）

第1条 両当事者は、それぞれの当局に従い、それぞれの政府の政治・経済に関する法律を守りつつ、本覚書の第2条に言及された協力の方法を実行することに専心する。

（年間行動計画）

第2条 本覚書の目的を達成するため、両当事者は事前の協議により年間行動計画（AAP）を作成することに同意する。この行動計画の作成後は、それが本覚書の本質的な部分となる。

AAP は、個々の計画や行動と一貫していなければならない、以下のすべての点に言及しなければならない。

- a) 目的と開発すべき活動
- b) 作業スケジュール
- c) 担当者のプロフィール、人員数、期間
- d) 各当事者の責任
- e) 物品、人員、資金の出所の割り当て
- f) 評価方法
- g) その他必要事項

本覚書の執行は、第2条の（a）から（e）までの項に挙げられたすべての協力方法について両当事者がAAPを作成することを条件とはしない。また、法律、制度上の基準や慣習により国内で禁止されている活動に関して連携する義務を負わない。

両当事者の法律上の代表者は、毎年一度直接顔を合わせて会談するか、少なくとも年に一度電話会議を行い、本覚書による成果を評価し、お互いに関心のある（利益となる）プロジェクトの開発のために新しいガイドラインを提案するものとする。

両当事者は、本覚書に基づく業績の進捗状況報告書を作成し、双方の自治体の長と、相互協定によって決定された双方の担当部署に提出するものとする。

両当事者は、本覚書が署名された日から 180 営業日以内に最初の AAP を作成するよう最善の努力をする。

（連携提案の付加）

第3条 本覚書の第2条で言及された AAP に加え、それぞれの当事者は、AAP により前もって決定された活動の実施中に生じるさらなる新たな連携提案を付加することができる。

(調整と継続管理の手段)

第4条 本覚書に基づいて遂行される活動を調整、監督、評価し、その遂行のために最善の条件を確約するため、その手段と規準を設定することを目的として、両当事者の代表によって統合された作業部会を設置し、以下の分野において各当事者の活動を調整する。

- 山ノ内町を代表し、それぞれの職員を介して、
- アメリカ合衆国コロラド州イーグル郡バイル町を代表し、町長とタウンマネージャーを介して、

作業部会は、当事者によって同意された場所で定期的に開催するか、または少なくとも年に一回電話会議を開催し、本覚書の適用による活動の評価をする。作業部会は以下の機能を持つものとする。

- a) 本覚書の目的を遂行するために必要な決定を採択する。
- b) 特定の協力プロジェクトを計画しさらに良いものとするため、共通の利益となる分野を見極める。
- c) 本覚書の活動を履行するため、適切な助言を調整、組織し、まとめる。
- d) 該当する場合、本覚書内の協力分野における進捗状況報告書を受理、閲覧、承認する。
- e) 両当事者が同意するその他の機能

(資金の調達)

第5条 両当事者は、本覚書内で言及された活動資金を、予算と法律の定めに従い、それぞれの予算の中に指定された財源で賄うものとする。各当事者は、特定の活動のために交互に負担することが適切であると考えられる場合を除き、参加に関連する費用をそれぞれが負担するものとする。

(情報、物品、保護された機器)

第6条 両当事者は、いずれかの当事者の国家の安全や外交目的のため、国家政府によって極秘扱いとされた情報、物品、保護された機器を、本覚書内で譲渡してはならないことに同意する。

本覚書に従って活動を実施する時、保護や機密扱いを要求される、または要求される可能性のある情報、物品、保護された機器が確認された場合、当事者は適切な機関に通知し、該当する保護措置を書面でとらなければならない。

保護または機密扱いではないが、当事者の一方においてその輸出が規制されている情報、物品、機器の譲渡は、該当する国の法律に従って行われなければならない。また、当該譲渡の存在に加え、その使用目的、将来の譲渡についても確認することが望ましい。当事者の一方であっても必要と認めれば、当該所有物の未許可譲渡および再譲渡を防ぐための手段を講じなければならない。

(国際協定)

第7条 本覚書で言及されている協力は、当事者が本覚書以前に他の国際条約や協定の下に取得していた権利・責任に影響を与えてはならない。

(知的財産)

第 8 条 本覚書によって遂行された活動の結果として、商品価値のある製品および知的財産権の両方またはいずれか一方が生じた場合、それらはそれぞれの国において拘束力のある、該当する国の法律および国際条約によって管理されなければならない。

(担当職員)

第 9 条 本覚書に基づく協力活動の推進のために各当事者によって任命される担当者は、当該担当者が所属する機関の指示・従属の下に任務を継続しなければならない。本覚書の相手当事者は、いかなる場合においても代理雇用者と認められず、いかなる労働関係も結んではならない。

各当事者は、本覚書に基づくプロジェクトに正式に関係するそれぞれの参加者の入国・出国を支援するため、それぞれの政府の下、該当する必要手続きを行わなければならない。当該参加者は、受け入れ国の入国・税金・関税・衛生および国家安全に関する法律の規制を受け、その分野における資格のある機関の事前の承認がない場合、役割に関連する以外の活動に参加することはできない。

本覚書に基づく活動の結果損害が起こった場合、修理または損害賠償が当該保険会社によって支払われるよう、両当事者は、当該活動に関わる職員が健康保健、責任保険、生命保険に加入することを奨励しなければならない。

(他の機関や個人の参加)

第 10 条 両当事者は、AAP の中に民間公益団体や市民社会の個人を含めることができる。

(紛争)

第 11 条 本覚書の解釈や適用から生じる差異や逸脱があった場合、片方の当事者から他の当事者に早期終結届を書面で送付することにより、本覚書は早期に終結となる。

(最終規定)

第 12 条 本覚書は、署名された日から有効となり、有効期間は署名された日から 1 年間とする。事前の書面同意によって両当事者が承認することにより、さらに 1 年更新することができる。

本覚書は、両当事者の相互同意により、書面で署名入りの正式なやり取りを通し、効力発生の日付を特定することにより、部分修正することができる。

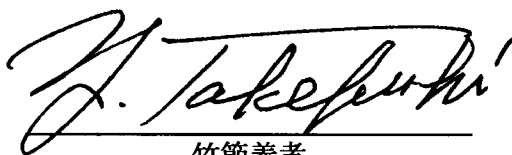
本覚書の早期終結は、本覚書が有効であった時に作成された、継続中の APP の履行に影響しない。

政府免責特権。町、町役場幹部、弁護士、職員は、コロラド州政府免責特権法修正法 24-10-101 項以下で規定・修正され、それ以外にも町、幹部、弁護士、職員に適応される免責特権と保護に信頼し、本協定のいかなる規定、経済的限界、その他いかなる権利によってもその特権を放棄しておらず、また放棄する意志もない。

年間予算による制限。コロラド州憲法 10 条 20 項に従い、現行会計年度中に履行されない町の経済的義務はすべて、単年度予算の制限を受ける。したがって、本協定によって定められる町の責務は、現在計上されている金額にのみ適用され、現行会計年度以降は、義務的費用、必需品、負債も町の責務とはならない。

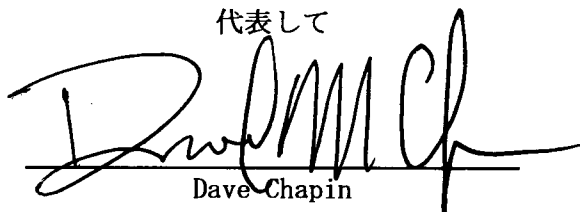
本覚書は 2018 年 1 月 25 日、日本国長野市にて、いずれも忠実な翻訳である日本語と英語の正式な原本 2 通に署名された。

日本国長野県山ノ内町を代表して

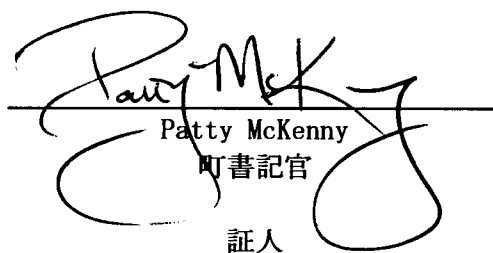


竹節義孝
町長

アメリカ合衆国コロラド州ベイル町を
代表して



Dave Chapin
町長



Patty McKenny
町書記官

証人

