



Memorandum

TO: MAYOR AND TOWN COUNCIL
FROM: PATTY MCKENNY, ASSISTANT TOWN MANAGER
DATE: APRIL 2, 2019
SUBJECT: GLOBAL FRIENDSHIP EXCHANGE PROGRAM UPDATE

I. SUMMARY

An update about the Global Friendship Exchange Program will be presented Tuesday during the afternoon meeting. Souichi Nakamura with Interpacific Network Corporation will be present for any questions about the upcoming Japan programming.

II. BACKGROUND

The Town has been active with a Global Friendship Exchange Program (formerly Sister Cities) since 2015 with San Miguel de Allende, Mexico and Yamanouchi-machi, Japan. The Town has also had connections with St. Moritz, Switzerland and Mount Buller, Victoria, Australia in the past.

III. RENEWAL OF AGREEMENTS

The Town Council is asked to renew the agreements associated with the relationship between Town of Vail and Yamanouchi-machi, Nagano Prefecture. The consent agenda includes the two agreements that the Town entered into 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 red-lined version agreements depict an "auto-renewal" clause after the one year period commitment. 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.

IV. PROGRAMMING

The exchange programs described below have been planned in an effort to provide for shared experiences in the areas of education and cultural traditions and heritage with Japan.

Student Immersion and Cultural Exchange (April 14-20)

As reciprocal programming to last years Japan students visit to Vail, the town will sponsor a student immersion and cultural exchange visit that will include an itinerary with visits to Yamanouchi-machi, Obuse, Nagano (an area known as part of the ancient Shinano Province) and Tokyo. The traveling delegation includes ten people made-up of Vail staff, five students, 7th

& 8th graders from Vail Mountain School and Stone Creek Charter School, two parents (from three Vail families) and Japanese chaperone and translator, Souichi Nakamura. There will be a number of expectations and objectives identified for the student exchange that will require outcomes of the students in the form of 1) school and town council presentations, 2) journals with photos and writings, 3) required readings prior to the trip to help them become familiar with Japan culture, geography and government. The students attend Vail Mountain School and Stone Creek Charter School.

The itinerary and planned activities include cultural experiences highlighting art museums extending from the Edo Period (1603-1868), to the present day TeamLab Digital Art Museum, as well as the high profile museum housing the works of Yayoi Kusama – one of the most influential artists from Japan. There will also be opportunities for Vail students to interact with Japan students at their schools and experience hands on authentic craft experiences, including some culinary and artistic programming. And finally the itinerary includes a visit to the Snow Monkey Park, a traditional Japanese garden and tea house as well as a visit to the Imperial Palace and Zenko Temple. The accommodations will be provided by Yamanouchi-machi and include staying at the oldest authentic Japanese-style inn that was built during the Edo Period.

In addition to the touring activities described above, the delegation will visit Yamanouchi-machi local government officials at their town hall for an educational meeting about the UNESCO Eco Park and an opportunity to present the renewed Global Friendship Exchange Agreements to their town officials. The group may also visit Nagano officials on its way from Yamanouchi-machi back to Tokyo, but the plans are still pending.

The 2019 budget includes funding for the Global Friendship Exchange programming. This trip will serve as a pilot program for the student exchange component in an effort to determine whether future student exchange programming would be successful in light of language and travel challenges. It would be suggested that a more formal program be developed that would address timing of the trips, selection of students and shared funding of the exchanges be identified.

Colorado Taiko Summit 2019 (Proposed)

In an effort to promote exchanges that share cultural and traditional experiences, the town continues to work with Executive Producer Julia Misawa with the Taiko Summit (Boulder Taiko Drumming Group), who has presented a proposal to the Town of Vail for possible 2019 performances on Saturday and Sunday, September 21 (Vail Mountain School tentatively) and September 22 (location TBD). In addition, there may be an opportunity to present an educational workshop for students and the community while the performers are in Vail. The Town of Vail and Vail Mountain School helped sponsor the group last October for a Taiko Drumming performance that included internationally-renowned master drummer Makoto Yamamoto who is the grandson of Daihachi Oguchi, the founder of the Osuwa Daiko, a percussion group that created a more contemporary ensemble-style Taiko performance. The VMS theater was used as the venue for the drumming performance which also included an educational component and audience participation. Town staff continues to work with the Taiko Summit producer to confirm the venues and production costs before making a final determination. See below for background on the Japanese traditional music of Taiko drumming.

Taiko in Japan, Taiko in Colorado — “Drums of the Gods”

The iconic Japanese taiko drum dates back to its first appearance in Japan in the 6th century, and has since played a central role in the music of Shinto and Buddhism, folk and classical music, and in the Japanese theatrical genres like Kabuki and Noh.

In the mid-20th century, in the town of Okaya in Nagano, Japan, Japanese jazz drummer Daihachi Oguchi, was one of the first to elevate the ancient and traditional folk sounds of the taiko drum to modern music played in concert halls. In 1951, he founded the first modern taiko ensemble, Osuwa Daiko, breaking down, adapting and arranging ancient drum rhythms into new compositions and modern arrangements. “Your heart is a taiko,” Master Oguchi would say. “All people first hear this taiko in their mother’s womb. We are instinctively drawn to taiko. In taiko, man becomes sound.” Master Oguchi subsequently helped found other major taiko groups in America, including Seiichi Tanaka’s San Francisco Taiko Dojo, which has since spawned both professional and amateur taiko groups throughout the United States.

V. NEXT STEPS

The above referenced programming will be pursued for 2019. In addition, Town staff (Economic Development and Town Manager’s Office) has met to review activating the relationship with San Miguel de Allende, Mexico, with possibly another trip in May to meet with local government officials and to continue to identify program sharing related to tourism and sustainability. Mia Vlaar has also done some initial outreach with Gerhard Walter of the Engadin St. Moritz Tourism Association and there was expressed interest in reinvigorating the relationship with St. Moritz; more to come on this one. Town Council is asked to provide any feedback about this specific programming as well as any other new ideas about the global friendship exchange program.

Attachments:

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

GLOBAL FRIENDSHIP EXCHANGE 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 and automatically renew for successive one year periods, unless either party provides notice to the other of its intent to terminate the agreement not less than thirty (30) days before the end of the then current period.~~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 the Town of [____], on the ____, of _____2019, 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**

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

**Yoshitaka Takefushi
Mayor**

**David Chapin
Mayor**

Attest

**Shuichi Abe
Governor**

Honorary Witness

**Patty McKenny Tammy Nagel
Town Clerk**

**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 and automatically renew for successive one year periods, unless either party provides notice to the other of its intent to terminate the agreement not less than thirty (30) days before the end of the then current period. ~~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 the Town of [____], on the ____, of _____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**

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

**Yoshitaka Takefushi
Mayor**

**David Chapin
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Attest

~~Patty McKenny~~ Tammy Nagel
Town Clerk