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RESOLUTION NO. 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA STATE PARKS AND TRAILS, COCHISE COUNTY, MARICOPA COUNTY, MOHAVE COUNTY, PIMA COUNTY, PINAL COUNTY AND YAVAPAI COUNTY TO SUPPORT THE DEVELOPMENT OF THE SUN CORRIDOR TRAIL (SCT)

WHEREAS, the Sun Corridor Trail Alliance (SCTA) is being formed to facilitate and support the development of the SCT;

WHEREAS, the SCT is a remarkable vision linking significant regional trails and loop trail systems along a dynamic corridor; and

WHEREAS, the SCT will provide a continuous route approximately 1,500 miles in length from Douglas, Arizona, to Las Vegas, Nevada; and

WHEREAS, the SCT will link together some of the most scenic and significant regional trails in the southwestern United States along a burgeoning economic, transportation and tourism corridor; and

WHEREAS, the SCT highlights the diversity of the natural resources on the route, and the impressive creativity and excellence of the builders and various segments of the trail; and

WHEREAS, the SCT will provide many additional opportunities and venues to recreate, increase property values, and leave a legacy of a great natural corridor to explore for generations to come; and

WHEREAS, the SCT furthers the County's support for the development of the United States Bicycle Route 66 as recorded in Coconino County Resolution 2015-16; and

WHEREAS, the SCT will incorporate and align with other national, state and regional plans related to bicycling, equestrian and walking paths and trails in Coconino County; and

WHEREAS, the SCT will dramatically enhance the region's travel and tourism portfolios and will provide visitors new destination points and venues to learn about the region's human achievements, such as the Central Arizona Project canal system and several railroad rights-of-way constructed in the late 19th and early 20th Centuries; and

WHEREAS, the SCT will generate additional health and well-being for all users of the trail, and make increased health a fundamental benefit of the trail; and

WHEREAS, the SCT will be enjoyed by bicycles, hikers, equestrians, runners, and the like, for its entire length.

NOW THEREFORE, it is the mutual desire of the Arizona State Parks and Trails, Cochise County, Maricopa County, Mohave County, Pima County, Pinal County, Yavapai County and Coconino County to support the development of the Sun Corridor Trail with the terms outlined in the attached Memorandum of Understanding.

PASSED AND ADOPTED by the Coconino County Board of Supervisors this 5th day of January, 2021.

AYES: 5
NOS: 0
ABSENT: 0

COCONINO COUNTY BOARD OF SUPERVISORS



Elizabeth C. Archuleta, Chair

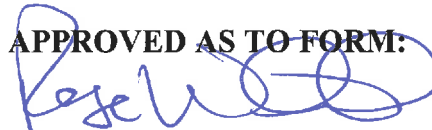
(SEAL)

ATTEST:



Lindsay Daley, Clerk of the Board

APPROVED AS TO FORM:



Rose Winkeler, Deputy County Attorney



MEMORANDUM OF UNDERSTANDING
TO SUPPORT THE DEVELOPMENT OF THE
SUN CORRIDOR TRAIL

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by certain state and local jurisdictions and nonprofit organizations concerning the establishment and development of the Sun Corridor Trail (SCT).

RECITALS

WHEREAS, the Sun Corridor Trail Alliance (SCTA) is being formed to facilitate and support the development of the SCT;

WHEREAS, the SCT is a remarkable vision of linking significant regional trails and loop trail systems along a dynamic corridor, and;

WHEREAS, the SCT will provide a continuous route approximately 1,500 miles in length from Douglas, Arizona, to Las Vegas, Nevada and;

WHEREAS, the SCT will link together some of the most scenic and significant regional trails in the southwestern United States along a burgeoning economic, transportation and tourism corridor, and;

WHEREAS, the SCT highlights the diversity of the natural resources on the route, and the impressive creativity and excellence of the builders of the various segments of the trail, and;

WHEREAS, the SCT will provide many additional opportunities and venues to recreate, increase property values, and leave a legacy of a great natural corridor to explore for generations to come, and;

WHEREAS, the SCT will dramatically enhance the region's travel and tourism portfolios and will provide visitors new destination points and venues to learn about the region's human achievements, such as the Central Arizona Project canal system and several railroad rights-of-way constructed in the late 19th and early 20th centuries, and;

WHEREAS, the SCT will generate additional health and well-being for all users of the trail, and make increased health a fundamental benefit of the trail;

WHEREAS, the SCT will be enjoyed by bicycles, hikers, equestrians, runners, and the like, for its entire length.

WHEREAS, it is the mutual desire of the Partners to enter into a MOU to jointly support the development of the SCT;

NOW, THEREFORE, in consideration of the above, the Partners hereto mutually agree as follows:

1. Collaborate to develop and support the SCTA and its mission.
2. Actively recruit new "partner" organizations.
3. Attempt to meet on an annual basis to identify and resolve issues of mutual interest, including where the trail will be sited, and to outline priorities within the scope of this MOU. The meeting(s) will be held anywhere along the SCT route.
4. Discuss the possibility of taking part in the eventual development and implementation of a "Sun Corridor Trail Management Guide."
5. Cooperate in developing, operating, and maintaining segments of the SCT within respective jurisdictions, including overseeing any construction activities, signing and marking.
6. If feasible, provide each other with a set of sufficiently-detailed maps indicating the SCT location (or acceptable trail alignments) on respective lands.
7. Afford opportunities for review and comment on agency plans and programs affecting the SCT, and consider making adjustments to the plans and/or programs as warranted.
8. Coordinate events, activities and programs to avoid duplication in these matters.
9. Attempt to assure consistency between the Management Guide and agency land use plans.
10. To the fullest extent permitted by law, each party to this MOU shall indemnify, defend and hold the other party, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its

direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this MOU.

11. This MOU becomes effective and in full from the most recent date signed by the respective parties.
12. Unless canceled pursuant to A.R.S. ss38-511, this MOU shall remain in full force and effect from the date the last organization signs the MOU.
13. The signers of this MOU shall have no obligation to provide any funding for the purpose of this MOU.
14. Any of the Parties to this MOU may withdraw from the MOU with or without cause by giving thirty (30) days prior written notice.
15. The provisions of this MOU are intended only to define the respective understandings and obligations of the Parties. Nothing expressed herein shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted by law; or as requiring the parties to expend any sum in excess of its respective appropriations. Each and every provision of this MOU is subject to the laws and regulations of the State of Arizona, the laws of the United States, and the regulations of the Secretaries of Agriculture and Interior.

This **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE DEVELOPMENT OF THE SUN CORRIDOR TRAIL** may be executed in counterparts which, taken together, shall constitute a single instrument.

Arizona State Parks & Trails, an agency
of the State of Arizona



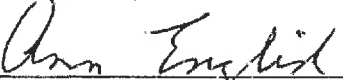
By: _____
Executive Director, Arizona State Parks & Trails

11/30/2020

Date: _____

This **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE DEVELOPMENT OF THE SUN CORRIDOR TRAIL** may be executed in counterparts which, taken together, shall constitute a single instrument.

COCHISE COUNTY, a political subdivision
of the State of Arizona

By: 
Chairman of the Board of Supervisors
1-05-21

Date: 1-5-2021

Attest:

By: 
Clerk of the Board


APPROVED as to form:

COCHISE COUNTY ATTORNEY


Deputy County Attorney, Civil Division

This **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE DEVELOPMENT OF THE SUN CORRIDOR TRAIL** may be executed in counterparts which, taken together, shall constitute a single instrument.

COCONINO COUNTY, a political subdivision
of the State of Arizona

By: 
Chairman of the Board of Supervisors

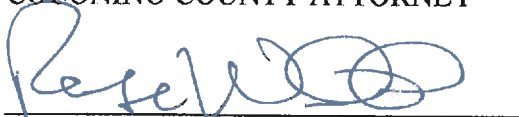
Date: 1/8/21

Attest:

By: 
Clerk of the Board

APPROVED as to form:

COCONINO COUNTY ATTORNEY


Deputy County Attorney, Civil Division

This **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE DEVELOPMENT OF THE SUN CORRIDOR TRAIL** may be executed in counterparts which, taken together, shall constitute a single instrument.

MOHAVE COUNTY, a political subdivision
of the State of Arizona

By: 
Chairman of the Board of Supervisors

Date: 02/01/2021

Attest:

By: 
Clerk of the Board



APPROVED as to form:

MOHAVE COUNTY ATTORNEY


Deputy County Attorney, Civil Division

This **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE DEVELOPMENT OF THE SUN CORRIDOR TRAIL** may be executed in counterparts which, taken together, shall constitute a single instrument.

MARICOPA COUNTY, a political subdivision
of the State of Arizona

By: 
Chairman of the Board of Supervisors

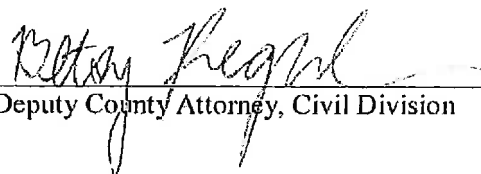
Date: 01/19/2021

Attest:

By:  01/19/2021
Clerk of the Board 01321

APPROVED as to form:

MARICOPA COUNTY ATTORNEY


Deputy County Attorney, Civil Division

This **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE DEVELOPMENT OF THE SUN CORRIDOR TRAIL** may be executed in counterparts which, taken together, shall constitute a single instrument.

PIMA COUNTY, a political subdivision
of the State of Arizona

By: Sharon Bronson
Chairman of the Board of Supervisors

Date: JAN 19 2021

Attest:

By: [Signature]
Clerk of the Board

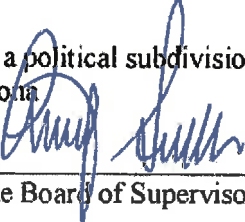
APPROVED as to form:

PIMA COUNTY ATTORNEY

[Signature]
Deputy County Attorney, Civil Division

This **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE DEVELOPMENT OF THE SUN CORRIDOR TRAIL** may be executed in counterparts which, taken together, shall constitute a single instrument.

PINAL COUNTY, a political subdivision
of the State of Arizona

By: 
Chairman of the Board of Supervisors

Date: 12/10/2020

Attest:

By: 
Clerk of the Board

APPROVED as to form:

Kent Volkmer
PINAL COUNTY ATTORNEY


Deputy County Attorney, Civil Division

This **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE DEVELOPMENT OF THE SUN CORRIDOR TRAIL** may be executed in counterparts which, taken together, shall constitute a single instrument.

YAVAPAI COUNTY, a political subdivision

of the State of Arizona

By: 

Craig L. Brown, Chairman of the Board of Supervisors

Date: 2-18-21


Attest:

By: 

Kim Kapin, Clerk of the Board

APPROVED as to form:

YAVAPAI COUNTY ATTORNEY



Martin Brennan, Deputy County Attorney