

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

THIS MEMORANDUM OF UNDERSTANDING 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 20<sup>th</sup> 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 SCT 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 trail 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 Trail 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 trail location (or acceptable trail alignments) on respective lands.
7. Afford opportunities for review and comment on agency plans and programs affecting the Trail, 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 Agreement 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 Agreement.

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. ss38-1551, this MOU shall remain in full force and effect from the date the last organization signs the Agreement.
13. The signers of this Agreement shall have no obligation to provide any funding for the purpose of this MOU.
14. Any of the Parties to this Agreement 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 to the by law; or as requiring the parties to expend any sum in excess of its respective appropriations. Each and every provision of this Agreement is subject to the laws and regulations of the States of Nevada or 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

Date: \_\_\_\_\_

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: \_\_\_\_\_

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.

MARICOPA COUNTY, a political subdivision  
of the State of Arizona

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Clerk of the Board

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.

MOHAVE COUNTY, a political subdivision  
of the State of Arizona

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Date: \_\_\_\_\_

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.

PIMA COUNTY, a political subdivision  
of the State of Arizona

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Clerk of the Board

APPROVED as to form:

PIMA 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.

PINAL COUNTY, a political subdivision  
of the State of Arizona

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Date: \_\_\_\_\_

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: \_\_\_\_\_  
Chairman of the Board of Supervisors

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Clerk of the Board

APPROVED as to form:

YAVAPAI COUNTY ATTORNEY

\_\_\_\_\_  
Deputy County Attorney, Civil Division