



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: January 19, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Maricopa Trail and Park Foundation DBA Sun Corridor Trail Alliance

***Project Title/Description:**

Sun Corridor Trail Memorandum of Understanding (MOU)

***Purpose:**

To support the development of the approximately 1,500 mile long Sun Corridor Trail, along with other county and state partners, and endeavor to site the trail on public lands in Pima County.

***Procurement Method:**

This Contract is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The Sun Corridor Trail will become a reality with Pima County's assistance from Las Vegas, NV to Douglas, AZ.

***Public Benefit:**

The trail-using public (non-motorized shared use) will benefit from a new, long singletrack trail, and the community will benefit by attracting ecotourism dollars from regional, national and international visitors.

***Metrics Available to Measure Performance:**

Increased numbers of trail users including additional dollars from tourism benefiting restaurants, hotels and related businesses.

***Retroactive:**

No

Procure Dept 01/05/21 PM01:22

Re: CoB- 1-4-21
Ver. 1
yjs - 401

Contract / Award Information

Document Type: CTN Department Code: PR Contract Number (i.e., 15-123): 21-054
Commencement Date: 01/19/2021 Termination Date: 01/18/2026 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* 0.00 ☐ Revenue Amount: \$ 0.00

***Funding Source(s) required:** General Fund

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Steve Anderson

Department: Natural Resources, Parks and Recreation Telephone: 724-5225

Department Director Signature/Date: [Signature] 12/18/20

Deputy County Administrator Signature/Date: [Signature] 12/22/2020

County Administrator Signature/Date: [Signature] 12/22/20
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CTN-PR-21-054</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

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.

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