



Sun Corridor Trail Alliance Action Plan





Acknowledgements

Sun Corridor Trail Alliance Steering Committee:

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This Action Plan was produced with guidance by the steering committee and technical assistance from the following programs:

John Phelps, *Arizona State University Center for Philanthropy and Nonprofit Innovation*

Brandon Stocksdale, *National Park Service, Rivers, Trails & Conservation Assistance Program*

The Sun Corridor Trail

The Sun Corridor Trail (SCT) is a statewide, multi-agency effort to link together some of the most scenic recreation opportunities and diverse communities in Arizona. This 1,200-mile regional trail will provide a unique recreation experience that would be easily accessible from most of the state's population centers.

The SCT is a blend of exceptional landscapes and dynamic trail experiences for a myriad of nonmotorized recreation, whether its hiking, biking, or riding. The trail begins with a loop around Las Vegas, Nevada, meandering its way through the red rock landscapes and forests of northern Arizona, connecting the state's major population and recreation centers representing pearls on a beautiful necklace through the state, finally ending at Arizona's rugged southern border.

What started as a vision to connect the Maricopa Trail in Maricopa County with the Tribute Trail in Pinal County using the Central Arizona Project National Recreation Trail has quickly expanded to include large regional loops and long linear trails throughout the entire state. It soon became apparent that many of the pieces to knit this system together were already in place or planned. The SCT is a cutting-edge trail concept that is rapidly gaining strong state-wide support.

Linking these communities will showcase the beauty and diversity of the area's natural resources and highlight unique cultural and historical differences found within each region. Once completed, the project will enhance the quality of life opportunities for local residents by providing additional venues to recreate, increasing property values, and leaving a legacy of natural corridors to explore for generations to come. In addition, the trail will enhance Arizona's travel and tourism portfolios as it provides visitors new destination points and venues to learn about the geologic, flora, fauna, and culture backgrounds.



Regional trails
6+
loop

Las Vegas
Flagstaff
Sedona
Prescott
Phoenix
Tucson

10+
Historic trail spurs

Benson
Fairbank
Sierra Vista
Tombstone
Sonoita
Patagonia
Naco
Bisbee
Douglas
Pearce



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<https://suncorridortrail.org/>





Introduction

The process to develop the Sun Corridor Trail was begun as a grassroots effort to improve outdoor recreation opportunities throughout Arizona. Technical assistance was received from the National Park Service Rivers, Trails and Conservation Assistance Program and Arizona State University Center for Philanthropy and Nonprofit Innovation in 2020 to guide the formalization and long-term success of this effort. This assistance provided guidance on organizing and formalizing a state-wide nonprofit to coordinate and advocate for the planning, development, and long-term stewardship of the Sun Corridor Trail. Bylaws, articles of incorporation, and an Action Plan were developed. This document is intended to serve as a checklist of guiding tasks for the new organization as it continues to move this trail forward.

Vision Statement: To connect communities, further economic development, and nature-based tourism opportunities, while enhancing quality of life on a regional scale.

Mission Statement: To plan, develop and sustain a world-class interstate trail.

Section 1: Organization Structure

Establish the Organization. Build a collaborative and competent governing board. Formalize effective and efficient decision-making processes, policies, and procedures to advance the vision and mission of the SCTA.

Major Tasks:

- A. Create a legal framework for the organization.
 1. Formulate articles of incorporation.
 2. File articles with the Arizona Corporation Commission and acquire a tax identification number.
 3. Acquire tax exempt (501c3) status with the Internal Revenue Service.
- B. Finalize the Memorandum of Understanding with communities along trail corridor.
- C. Create a governance structure for the organization.
 1. Complete and publish SCTA draft bylaws.
 2. Establish financial management structure and policy.
 3. Establish standard of conduct policy for board members.
- D. Recruit organization leadership.
 1. Establish recruitment criteria for board membership.
 2. Conduct SCTA board recruitment.
 3. Solicit charter board members and appoint to the board.
- E. Complete website development with initial trail map, destinations, SCT logo, etc.
 1. Formalize agreement with the Arizona Office of Tourism to host and maintain the SCT website.
- F. Appoint a Standing Committees and Advisory Council, as necessary.
 1. Establish recruitment criteria for the Advisory Council.
 2. Solicit and appoint Advisory Council members.
- G. Develop a community outreach / communications plan to engage potential partners.



Section 2: Trail System Planning

Finalize the Trail Alignments: Further the planning and building process to connect regional trails and complete gaps in the Sun Corridor Trail. Strengthen local partnerships between communities, government agencies, and local trail groups to improve coordination, leverage stewardship resources, and enhance long-term trail construction and maintenance capacity along the trail corridor.

Major Tasks:

- A. Identify and validate existing trail alignments, easements, right of way agreements, and approved uses that provide the foundation for the Sun Corridor Trail system.
 1. Complete a system-wide inventory of existing built trails and associated planning and management documents.
 2. Digitize all current trail plans, right of ways, and recreation corridors in the project area onto a shareable database to be utilized by planning partners.
 3. Complete ground truthing to establish conditions of existing built trails and access points.
- B. Refine the “credit card trail” concept to define the expected user experience, including how to access the trail, as well as user expectations for accommodations, resupply, interaction with other user groups, potential permitting or management requirements, etc.
- C. Identify and prioritize trail improvement phases to focus trail planning and construction efforts. Proposed phases are identified as:
 - Phase 1: Tucson to Phoenix to Prescott
 - Phase 2: Williams to Prescott
 - Phase 3: Tucson to US-Mexico Border
 - Phase 4: Williams to Kingman to Las Vegas, NV
- D. Complete a gap analysis between existing trails and determine viable and sustainable routes to complete gaps and connections in a phased approach.
- E. Develop community support and capacity through formal agreements.
 1. Identify all legal entities and land management agencies within the trail corridor, including cities, towns, state and federal land management agencies, utility corridors and right of ways, major property owners, etc.
 2. Determine and implement necessary agreements/processes to acquire permission for trail access from all affected jurisdictions and properties, including relevant permitting and environmental review processes.
- F. Develop comprehensive trail and signage design standards, including: trail types, right of way cross sections, trail construction standards, wayfinding and informational signage hierarchy, trailhead design standards, etc.
- G. Complete a comprehensive trail branding effort to be included in SCT signage, public information, and community messaging.
- H. Continue to seek funding, partners, and stewards to complete planning, building, and maintenance of a completed Sun Corridor Trail system.
 1. Develop an adopt a trail or similar maintenance program with partner agencies.



Potential Trail Planning and Implementation Partner Agencies and Programs

Potential Partner / Program	Task	Potential Role / Notes
Arizona State Parks Youth Conservation Corps	A, B, C, G	<ul style="list-style-type: none"> ➤ Youth Conservation Corps may be available to conduct on the ground trail condition inventory, new trail planning activities, and future trail construction. ➤ Arizona State Parks administers federal Recreation Trails Program and other trail building grants.
Arizona Universities	A, B, C, D, E	<ul style="list-style-type: none"> ➤ University community support projects may assist with trail planning efforts, including gap analysis, land management policies, trail prioritization criteria, design standards, etc. ➤ ASU School of Geographical Sciences & Urban Planning Applied Project Application Form ➤ ASU Herberger Institute for Design and the Arts Herberger Institute Resources; ➤ NAU Department of Geography, Planning and Recreation Research ➤ U of A Drachman Institute is the community-based research and outreach arm of the College of Architecture, Planning and Landscape Architecture.
Local City & County Governments	All	<ul style="list-style-type: none"> ➤ Engage Economic Development, Parks & Recreation, Open Space, Planning, and/or Tourism staff members to support planning, grant writing, marketing, and community outreach efforts.
Local & State-wide Trail Organizations	All	<ul style="list-style-type: none"> ➤ Focus on empowering local communities through formal agreements, formal trail adoption agreements, volunteer work days and stewardship, grant writing, etc.
Federal Land Management Agencies: Bureau of Land Management (BLM), US Forest Service (USFS), National Park Service (NPS)	All	<ul style="list-style-type: none"> ➤ Required coordination with the BLM and USFS for planning trail alignments; necessary environmental reviews and permitting for trail construction and designation; and long term maintenance agreements, etc. ➤ Future application for designation of SCT as a national recreation trail by NPS
National Park Service Rivers, Trails & Conservation Assistance Program	All	<ul style="list-style-type: none"> ➤ Provides technical support for trail planning projects. Would be able to support local community and tribal engagement planning efforts to develop best practices for communication, leveraging funds and resources, volunteer coordination, etc.



Section 3: Funding Sources

The major future funding obligations will likely be organized into three categories:

- A. Funding the Sun Corridor Trail Alliance and any future functions, programs, and/or staff involved in the operation of organization.
 - 1. Identify and apply for relevant local, state, tribal, federal, and other organizational support grants.
 - 2. Capitalize on existing and build new donor relationships by identifying and engaging private foundations/trusts and designing a social media donor app to promote individual contributions
- B. Completing Sun Corridor Trail plans, design guidelines, signage plans, and other guiding documents. This may require funds to hire consultant support where necessary.
 - 1. Work with partner organizations to raise funds for the hiring of professional services or seek out assistance from other community-based support services, such as technical assistance grants or university-based community support projects.
- C. Construction and maintaining trail segments. There are several federal and state programs available to fund trail construction, maintenance, and marketing.
 - 1. Identify, develop, and enhance partnerships that may provide in-kind and other resources to support the SCTA. Potential partner groups include local communities, state and federal agencies, tribal governments, recreation user groups, recreation-based industries and businesses, chambers of commerce, professional organizations, university student organizations, and/or nonprofit organizations.

The following list identifies several major state and federally administered grant programs:

- A. [Recreational Trails Program](#) (RTP): The Recreational Trails Program provides funds to states to develop and maintain recreational trails and trail-related facilities for both motorized and non-motorized trail uses. These funds benefit a wide range of recreation including hiking, bicycling, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles.
- B. [Federal Lands Access Program](#) (FLAP): The Federal Lands Access was established to improve transportation facilities that provide access to, are adjacent to, or are located within federally managed lands. The Access Program supplements state and local resources for public roads and trails, with an emphasis on high-use recreation sites and economic generators.
- C. [Federal Lands Transportation Program](#) (FLTP): The Federal Lands Transportation Program (FLTP) was established to improve the transportation infrastructure owned and maintained by Federal Lands Management Agencies (FLMAs), including the National Park Service, US Forest Service, Bureau of Land Management. Funding can support the construction of trail facilities and improvements through these lands.



- D. [Land and Water Conservation Fund \(LWCF\)](#): The LWCF state program provides financial assistance to states, cities, and tribal governments for the acquisition and development of public outdoor recreation areas and facilities. Funding can be used for outdoor recreation facilities, ADA/accessibility upgrades, acquisition of park lands, traditional recreation facilities (such as sports fields and city parks), bike parks, open space, and trails.
- E. [Congestion Mitigation and Air Quality Improvement Program \(CMAQ\)](#): The CMAQ Program provides federal funds to projects and programs that help nonattainment and maintenance areas comply with air quality standards. Eligible projects include transit and active transportation related projects, such as bike paths, trails, and other non-motorized connections.
- F. [Community Development Block Grants \(CDBG\)](#): CDBG funds may be utilized to address a wide variety of community needs, including construction or renovation of various infrastructure projects potentially including trails, active transportation facilities, or associated job-creating facilities.
- G. [Transportation Improvement Program \(TIP\)](#): The TIP is a five year schedule of specific construction projects related to transportation, including highways, roadways, transit, and active transportation (including trails) opportunities. These plans are developed by metropolitan planning organizations (MPOs) in conjunction with local city and county governments throughout the state. These plans inform the State TIP which allocates funding throughout Arizona.
- H. [Arizona Office of Tourism Rural Marketing Co-op Program](#): AOT's Rural Marketing Co-op Program is designed specifically for rural destination marketing organizations (DMOs), regional partnerships, statewide tourism associations and tribal entities to participate in. Through the Rural Marketing Co-op program's opportunities, participants can drive visitation to Arizona's rural and tribal destinations. The program features a robust media plan that includes online, print, outdoor and AOT publications.





Section 4: Timeline





Section 5: Supporting Documents

- A. Sun Corridor Trails Alliance Bylaws
- B. Sun Corridor Trails Alliance Articles of Incorporation
- C. Board Member Recruitment Table
- D. Interagency Memorandum of Understanding
- E. Model University Project Support Scope of Work

BYLAWS
OF
SUN CORRIDOR TRAIL ALLIANCE

Article 1.

Definitions

Section 1.01 Name. The “Corporation” shall mean: the Sun Corridor Trail Alliance, its successors and assigns.

Section 1.02 Board. The “Board” shall mean the Board of Directors of the Corporation.

Article 2.

Purposes, Objectives and Governing Instruments

Section 2.01 Charitable, Educational, and Scientific Purposes and Powers. The purposes of the Corporation, as set forth in the Articles of Incorporation, are exclusively within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Federal tax law (“Section 501(c)(3)”). In furtherance of such purposes, the Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these Bylaws. The specific purposes of the Corporation are to plan, develop and sustain a world-class interstate trail and to connect communities, further economic development, and nature-based tourism opportunities, while enhancing quality of life on a regional scale.

Section 2.02 Governing Instruments. The Corporation shall be governed by its Articles of Incorporation and Bylaws.

Section 2.03 Nondiscrimination Policy. The Corporation will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

Section 2.04 Limitations on Activities. No part of the activities of the Corporation shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Corporation operate a social club or carry on business with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of

1986, as amended, or the corresponding provisions of any future federal tax law.

Article 3.

Membership

The Corporation shall have no members; the Board of Directors may, however, by majority vote establish provisions for general membership to include but not limited to: categories of membership, eligibility, dues and voting rights.

Article 4.

Directors

Section 4.01 Meetings. The Board shall meet at least three times per year and at such times as the Board deems necessary to fulfill its duties and responsibilities to the corporation..

Section 4.02 Number and Qualifications. The number of Directors constituting the entire Board shall be fixed by the Board, but such number shall not be less than five nor more than fifteen. No more than fifty-percent of the Board may be currently serving as government officials; and no more than two members may be from the same county.

Section 4.03 Election and Term of Office. The initial Directors of the Corporation shall be those persons specified in the Articles of Incorporation of the Corporation. Each Director shall initially hold office for a term of one, two, or three years, with terms to be staggered to avoid the expiration of the entire board after the first year. Terms thereafter shall be for three years. No board member may serve more than three consecutive terms.

Section 4.04 Powers and Duties. Subject to the provisions of law, of the Articles of Incorporation and of these bylaws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of the Corporation and shall exercise all the powers that may be exercised by the Corporation.

Section 4.05 Notice of Meetings. No public notice need be given of any meeting of the Board. Reasonable notice of Board meetings shall be given members of the Board by mail, email, text, or any other means deemed acceptable by the Board.

Section 4.06 Quorum. At any meeting of the Board, a majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting from time to time to another time and place, without notice other than announcement at such meeting, until a quorum shall be present. Departure of a Board member(s) during a meeting that reduces the number necessary for a quorum shall not prevent the remaining members from taking action on behalf of the corporation, unless a majority of the remaining members vote to adjourn.

Section 4.07 Voting. At all meetings of the Board, each Director shall have one vote. Unless otherwise provided in these bylaws or required by the Articles of Incorporation or law, decisions of the Board shall be made by simple majority vote.

Section 4.08 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing (including by email, text, or other written conveyance) to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Section 4.09 Removal. Any Director may be removed with or without cause by vote of two-thirds of the Board provided there is a quorum of not less than a majority present at the meeting at which such action is taken.

Section 4.10 Resignation. Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 4.11 Vacancies. Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any Board meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

Section 4.12 Committee. The Board, by resolution adopted by a majority of the entire Board, may designate from among the Directors an executive committee and other standing committees, to serve at the pleasure of the Board, and each of which, to the extent provided in such resolution, shall have the authority of the Board. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

i. Advisory Committee. The Board by majority vote may appoint non-Board members to an Advisory Committee to provide technical expertise, community and stakeholder input and other assistance to the Board as necessary. Such members shall serve at the pleasure of the Board for a term to be determined at the time of appointment.

ii. Nominating Committee. The Board by majority vote shall appoint a Nominating Committee to recruit and nominate members of the Board and Advisory Committee.

Section 4.13 Virtual Participation. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 4.14 Compensation. Directors shall not be compensated for their service to the corporation. Reasonable expenses relating to service on the Board may be reimbursed in accordance with financial policies adopted by the Board.

Section 4.15 Code of Conduct. Directors shall adhere to the Code of Conduct adopted by the Board, and shall indicate such adherence by signing an annual Code of Conduct statement.

Article 5.

Officers

Section 5.01 Election and Qualifications; Term of Office. The Officers of the Corporation shall be a Chair, Vice Chair, Secretary and Treasurer. The Officers shall be elected by the Board once a year at a meeting called for such purpose. Each Officer shall hold office for a term of one year and until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided in Sections 8 and 9 of this Article V. Except for the Chair of the Board, the same person may hold more than one office.

Section 5.02 Vacancies. Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by majority vote of the Board, and such person shall serve for the remaining term of the member vacating office.

Section 5.03 Powers and Duties of the President. The Chair shall be the Chief Executive Officer of the Corporation. The Chair shall from time to time make such reports of the affairs and operations of the Corporation as the Board may direct and shall preside at all meetings of the Board. The Chair shall have such other powers and shall perform such other duties as may from time to time be assigned to the Chair by the Board.

Section 5.04 Powers and Duties of the Vice Chair. The Vice Chair shall perform the duties of the Chair in his/her absence and have such powers and shall perform such duties as may from time to time be assigned by the Board.

Section 5.05 Powers and Duties of the Secretary. The Secretary shall record and keep the minutes of all meetings of the Board. The Secretary shall be the custodian of, and shall make or cause to be made the proper entries in, the minute book of the Corporation and such books and records as the Board may direct. The Secretary shall have such other powers and shall perform such other duties as may from time to time be assigned to the Secretary by the Board.

Section 5.06 Powers and Duties of the Treasurer. The Treasurer shall be the custodian of all funds and securities of the Corporation. Whenever so directed by the Board, the Treasurer shall render a statement of the cash and other accounts of the Corporation, and the Treasurer shall cause to be entered regularly in the books and records of the

Corporation to be kept for such purpose full and accurate accounts of the Corporation's receipts and disbursements. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board.

Section 5.07 Delegation. In case of the absence of any Officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

Section 5.08 Removal. Any Officer may be removed from office at any time, with or without cause, by a vote of two-thirds vote of the Directors then in office at any meeting of the Board.

Section 5.09 Resignation. Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the Corporation.

Article 6.

Bank Accounts, Checks, Contracts and Investments

Section 6.01 Bank Accounts, Checks and Notes. The Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation. The Board shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

Section 6.02 Contracts. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 6.03 Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

Article 7.

Indemnification

Section 7.01 Indemnity Under Law. The Corporation shall hold harmless and indemnify each of its Directors, Officer, employees and agents to the full extent permitted by law.

Article 8.

Dissolution

The Corporation may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Articles of Incorporation and with Arizona law.

Article 9.

Amendments

These By-Laws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by the vote of two-thirds of the Directors then in office.

Article 10.

Construction

In the case of any conflict between the Articles of Incorporation of the Corporation and these By-Laws, the Articles of Incorporation of the Corporation shall control.

These Bylaws were adopted at a meeting of the Board of Directors of Sun Corridor Trail Alliance on _____, 20XX.

Chair

Vice Chair

Secretary/Treasurer

*draft from template at: <https://www.harborcompliance.com/information/nonprofit-bylaws>

**disclaimer: This draft is intended as a starting point for a more fully developed set of bylaws by the Sun Corridor Tail Alliance, not as a final or legally sufficient product.

CERTIFICATE OF DISCLOSURE

ENTITY INFORMATION

ENTITY NAME: Sun Corridor Trail Alliance
ENTITY ID: 7803455
ENTITY TYPE: Domestic Nonprofit Corporation
EFFECTIVE DATE/TIME: 01/13/2021

FELONY JUDGEMENT QUESTIONS

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been:

Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? NO

Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? NO

Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following: NO

- The violation of fraud or registration provisions of the securities laws of that jurisdiction;
- The violation of the consumer fraud laws of that jurisdiction;
- The violation of the antitrust or restraint of trade laws of that jurisdiction?

BANKRUPTCY QUESTION

Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in *any other corporation* (not the one filing this Certificate) on the bankruptcy or receivership *of the other corporation*? NO

SIGNATURE

By typing or entering my name and checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

Incorporator: Franklin Vernon - 01/22/2021

Incorporator: Jan Hancock - 01/22/2021

Incorporator: RJ Cardin - 01/22/2021

Incorporator: Steve Anderson - 01/22/2021

Incorporator: Sue Clark - 01/22/2021

Incorporator: Tom Thurman - 01/22/2021

**ARTICLES OF INCORPORATION
OF
SUN CORRIDOR TRAIL ALLIANCE
an Arizona non-profit corporation**

The undersigned incorporators, natural persons over the age of twenty-one (21), for the purpose of forming a nonprofit corporation under the laws of the State of Arizona, hereby adopt these Articles of Incorporation:

**ARTICLE I
NAME**

The name of this Corporation shall be Sun Corridor Trail Alliance (the "Corporation").

**ARTICLE II
PURPOSE AND POWERS**

A. The Corporation is organized and shall be operated as a nonprofit corporation solely and exclusively for charitable (including, among other charitable purposes, erecting public works), religious, educational, and/or scientific purposes, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 ("Code"), as amended, or the corresponding provision of any subsequent federal tax laws ("Section 501(c)(3)"). In furtherance of such purposes, the Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and Bylaws. The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its director, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this ARTICLE II.

B. The specific purpose of the Corporation is to plan, develop, and sustain a world-class interstate trail and to connect communities, further economic development, and nature-based tourism opportunities, while enhancing quality of life on a regional scale.

**ARTICLE III
TAX EXEMPT**

Notwithstanding any other provisions of these, the Corporation shall engage in only activities consistent with its tax-exempt status and permitted to be conducted by a corporation exempt from federal income tax status 501(c)(3) of the Code, and by a corporation, contributions which are deductible under section 170(c)(2) of the Code.

ARTICLE IV
INITIAL BUSINESS

In furtherance of the objectives and purposes set forth in ARTICLE II, without limiting the generality of the foregoing or the character of the affairs the Corporation shall conduct in the future, the Corporation shall develop, implement, support, and expand the Sun Corridor Trail throughout Arizona and Nevada.

ARTICLE V
GENERAL STATEMENT OF POWERS

Consistent with the foregoing purposes and subject to all other limitations, restrictions and prohibitions set forth in these Articles, this Corporation shall have all the powers specified in Section 10-3302 of the Arizona Revised Statutes, as amended from time to time, and to do all and everything necessary, suitable, and proper for the accomplishment of the purposes or attainment of the objectives set forth above either alone or in association with other individuals, corporations, or partnerships, including federal, state, county, and municipal bodies and authorities; and, in general, to do and perform acts and transact business in connection with the foregoing objects which is not inconsistent with law; provided, however, that the Corporation shall not perform any act or transact any business that will jeopardize the tax exempt status of the Corporation under Section 501(c)(3) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws. In addition, the Corporation shall be permitted to transfer assets it owes to other organizations exempt from tax under Section 501(c)(3) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws, for use in their exempt activities to the extent they are not inconsistent with the purposes of the Corporation.

ARTICLE VI
EARNINGS, LOBBYING, LIQUIDATION

A. The Corporation shall not be for profit or pecuniary gain and shall have no capital stocks or shares, and no part of any net earnings of the Corporation shall inure to the benefit of, or be distributable to, any Officer or Director of the Corporation, any private individual. All the earnings and property of the Corporation that the Corporation uses is to further the purposes and objects of the Corporation as set forth in ARTICLE II above. Nothing contained herein, however, shall prohibit payments by the Corporation to directors or other private persons as reasonable compensation for services rendered to the Corporation as shall be necessary in the fulfillment of its purposes and objects.

B. No part of the activities of the Corporation shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Corporation operate a social club or carry on business with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

ARTICLE VII
OWNERSHIP OF ASSETS AND DISPOSITION OF ASSETS UPON DISSOLUTION

Upon the winding up and dissolution of the Corporation, the Directors shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all its assets to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational or religious and/or scientific purposes, and which has established its tax-exempt status under Section 501(c)(3) of the Code, or corresponding section of any subsequent federal tax code, as the Directors shall determine. Any such assets not dispersed shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the Corporation is then located to such organization(s), as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII
FORM OF GOVERNANCE; BOARD OF DIRECTORS AND OFFICERS

A. Full control and management of the affairs of the Corporation, and all accompanying powers thereof, shall be vested in a Board of Directors. The initial Board of Directors shall consist of six (6) directors, but the size of the Board may hereafter be adjusted in accordance with the Corporation's Bylaws.

B. The affairs of the Corporation shall be conducted by a Board composed of not less than five (5) Directors nor more than fifteen (15) Directors. The Directors may adjust the number of Directors within the aforesaid limits and shall fill vacancies occurring on the Board of Directors pursuant to the Bylaws of the Corporation.

C. All Directors other than the Initial Directors shall be elected annually at a meeting called for such purpose and they shall hold office for a term as set forth in the Bylaws.

D. The Officers of the Corporation shall be a Chair, Vice Chair, Secretary and Treasurer and such other Officers as the Board of Directors may elect or appoint any of whom may be elected as Directors on the Board of Directors. Except for the Chair of the Board, any person may hold more than one office.

ARTICLE IX
INITIAL DIRECTORS

The names and addresses of the persons who shall initially serve as Directors of the Corporation are:

Tom Thurman

PO Box 1182

Mayer, AZ 86333

Franklin Vernon, Ph.D.

Northern Arizona University

Social and Behavioral Sciences West
19 W. McConnell Drive, Rm 264
Flagstaff, AZ 86011

Jan Hancock
805 N 4th Ave., Suite 703
Phoenix, AZ 85003-1306

Sue Clark
5930 N Placita Chico
Tucson, AZ 85704

Steve Anderson
812 S. Hermosa Hills Place
Tucson, AZ 85710

RJ Cardin
33833 N Pate Pl
Cave Creek, AZ 85331

ARTICLE X
STATUTORY AGENT

The name and address of the Corporation's statutory agent is Cynthia Nemeth, 4001 E. Mountain Jay Lane, Flagstaff, AZ 86004.

ARTICLE XI
PRIVATE PROPERTY

The private property of the Directors and Officers of the Corporation shall be forever exempt from the debts, obligations and liabilities of the Corporation.

ARTICLE XII
MEMBERSHIP AND CAPITAL STOCK

The Corporation shall have no capital stock of any kind. The Corporation shall have no members until such time as the Board of Directors shall authorize members and shall amend the Bylaws to provide for one or more classes of voting and nonvoting members.

ARTICLE XIII
INDEMNIFICATION

The Corporation shall indemnify any person against expenses, including, without limitation, attorneys fees, judgements, fines and amounts paid in settlement, actually and reasonably incurred by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director,

Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, in all circumstances in which, and to the extent that, such indemnification is permitted and provided for by the laws of the State of Arizona as then in effect.

ARTICLE XIV
LIMITATION OF DIRECTOR LIABILITY

The personal liability of the directors of the Corporation for monetary damage for any action taken or any failure to take any action as a director is eliminated to the fullest extent permitted by Arizona Revised Statutes, Section 10-3202(B)(1), as amended or renumbered, or the analogous provision of any subsequent Arizona nonprofit corporation code. The private property of these individuals shall be exempt from any corporate debts or liabilities to the fullest extent that the laws of the State of Arizona (as the same exist or may hereafter be amended) permit.

ARTICLE XV
BYLAWS

The Corporation's provisions for the regulation and management of its activities and internal affairs shall be set forth in the Corporation's Bylaws.

ARTICLE XVI
PLACE OF BUSINESS

As of the date of incorporation, the street address of the known place of business of the Corporation is:

805 N. 4th Ave
Suite 703
Phoenix, AZ 85003-1306

The known place of business of the Corporation may hereafter be duly amended in accordance with the Bylaws of the Corporation

ARTICLE XVII
DISCRIMINATION NOT PERMITTED

The Corporation will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

ARTICLE XVIII
AMENDMENTS

These Articles of Incorporation may be amended, and the Corporation may be dissolved, by the vote of a majority of the directors of the Corporation, provided, however, Article II and Article III may be amended only to the extent that changes in the applicable provisions of the federal tax codes make such changes necessary or desirable or in order for this Corporation to initially qualify or to preserve its status as an exempt organization under Section 501(c)(3) of the code.

ARTICLE XIX
TIME OF INCORPORATION AND LIFE OF CORPORATION

The time for the commencement of this Corporation shall be the date of the filing of these Articles of Incorporation as required by law, and the term of its corporate existence shall be perpetual.

ARTICLE XX
INCORPORATORS

The name and addresses of the Incorporators are:

Tom Thurman
PO Box 1182
Mayer, AZ 86333

Franklin Vernon, Ph.D.
Northern Arizona University
Social and Behavioral Sciences West
19 W. McConnell Drive, Rm 264
Flagstaff, AZ 86011

Jan Hancock
805 N 4th Ave., Suite 703
Phoenix, AZ 85003-1306

Sue Clark
5930 N Placita Chico
Tucson, AZ 85704

Steve Anderson
812 S. Hermosa Hills Place
Tucson, AZ 85710

RJ Cardin
33833 N Pate Pl
Cave Creek, AZ 85331

IN WITNESS WHEREOF, we have signed and acknowledged these Articles of Incorporation on this 7th day of Jan., 2021.

DocuSigned by:
Thomas Thurman
Tom Thurman, Board Member

DocuSigned by:
Franklin Vernon
Franklin Vernon, Ph. D., Board Member

DocuSigned by:
Jan Hancock
Jan Hancock, Board Member

DocuSigned by:
Sue Clark
Sue Clark, Board Member

DocuSigned by:
Steve Anderson
Steve Anderson, Board Member

DocuSigned by:
R.J. Cardin
RJ Cardin, Board Member

Acceptance of Appointment By Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 7th day of January, 2021.

DocuSigned by:
Cynthia Nemeth
Cynthia Nemeth

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

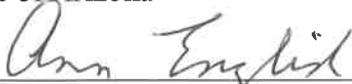


By: _____
Executive Director, Arizona State Parks & Trails

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

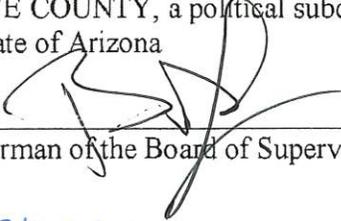
APPROVED as to form:

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

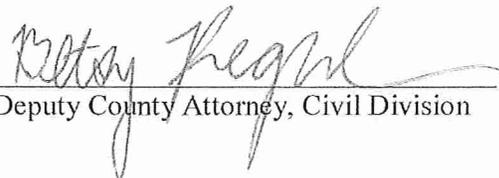
Date: 01/19/2021

Attest:

By:  01/19/2021
Clerk of the Board 011321

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

Kent Taylor, Director
Pinal County Open Space & Trails
PO Box 2973
Florence AZ 85132

Dear Mr. Taylor:

I am pleased to submit to you a proposal for design assistance for Oracle Park from the School of Landscape Architecture and Planning at the University of Arizona. Graduate students in a Landscape Architecture studio course will engage in a 3-week pedagogical exercise of the design process toward idea generation for visions of Oracle Park. A graduate research assistant (GRA) will work to synthesis and further refine the work initiated by the class to provide you with the final booklet as a reference aid in park renovations.

To be provided by Pinal County:

1. Funded support for class site visit transportation and GRA travel.
2. GIS data relevant to the site, including but not limited to: topography, utilities, easements/boundaries, etc.

To be provided by the School of Landscape Architecture and Planning:

1. Final presentation boards (digital form) including park illustrative plan with supporting graphics from students participating in the 3-week project assignment.
2. Project Booklet (digital form) including a refined design program, site inventory and analysis summary, final illustrative plan with supporting section and perspective drawings.

Note: technical drawings and specification do not form part of this scope of work.

Scope of Work	Time Line
Site visit with graduate students and faculty	Late Aug, 2016
3-week graduate studio project	Late Aug to Early Sept, 2016
Graduate Research Assistant (10 hours per week)	Jan 2017 to May 2017
Project completion	May 2017

Budget

Graduate Research Assistant	\$5,961
Travel/transportation	\$300
Subtotal Budget	\$6,261
Administrative Costs	\$910
Total	\$7,171

The School of Landscape Architecture and Planning appreciates the opportunity to partner with you and we look forward to an exciting project this school year.

Sincerely,



Kirk Dimond
Assistant Professor

SAMPLE

Gunnison G Hill Area Concept Plan

Purpose: Support the G Hill Area planning process through the development of conceptual visual/graphic plans and designs for recreational uses and facilities in the G Hill area.

Background: The City of Gunnison, Utah has been working with Sanpete County, SITLA, the South Sanpete School District, and other partners to develop an appropriate management plan for the G Hill area in the foothills east of Gunnison. The National Park Service – Rivers, Trails and Conservation Assistance Program Utah Field Office (NPS) has provided technical assistance in the form of stakeholder organization, project facilitation, providing recommendations for the development of a trail stewardship organization, and concept plan development.

Scope of Work: Utah State University Landscape Architecture and Environmental Planning Program (USU LAEP) provides faculty-directed student support Utah state-wide for local planning projects through its extension services program. USU LAEP will further develop concepts for the G Hill area and provide the following support:

1. Conduct at least one site visit to analyze the G Hill Area and receive feedback on proposed facilities through an organized public outreach venue.
2. Complete 3 concept plan alternatives for review by the G Hill Area Plan steering committee. Incorporate appropriate feedback into a final concept plan recommendation.
3. Present final recommendations to the Gunnison City Council and G Hill Area Plan steering committee.
4. Publish printed poster and necessary printed supplementary materials of the final concept plan. Deliver printed materials and supporting electronic materials, including digital renderings, GIS data, and other support materials to Gunnison City.

Reporting: USU LAEP will provide regular updates on the development of the concept plans and materials to NPS and Gunnison staff and present final concepts to the project steering committee.

Timeline: USU LAEP staff will meet with stakeholders and project partners to conduct a site visit in July 2019. Weekly updates will be provided to NPS and partner staff until the project is completed no later than August 31, 2019.

Budget:

	Service	Quantity	Rate	Total
1.	Mileage and transportation costs for USU LAEP staff.	2	\$150	\$300
2.	Student hours for the development of concept plans.	50	\$15	\$750
3.	Printing costs for concept plans and posters.	3	\$50	\$150
			Total:	\$1,200

Invoicing: USU LAEP will provide an itemized invoice by email to Gunnison City staff and NPS staff at Brandon.stocksdale@nps.gov. NPS staff will reimburse Gunnison City by charge card within 30 days of final payment.