



## **AGENDA**

### **BOARD OF DIRECTORS SPECIAL MEETING**

Wednesday, July 13, 2022, – 2pm  
West Center Auditorium / Zoom

**Directors:** Kathi Bachelor (President), Donna Coon (Vice President), Bart Hillyer (Secretary), Carol Crothers (Treasurer), Laurel Dean (Assistant Secretary), Jim Carden (Assistant Treasurer), Nancy Austin, Barbara Blake, Ted Boyett, Beth Dingman, Steve Gilbert, Bev Lawless, Scott Somers (non-voting)

### **AGENDA TOPIC**

- 1. Call to Order / Roll Call – Establish Quorum**
- 2. Amend/Adopt Agenda**
- 3. Member Comments** - regarding Consent Agenda and/or Non-Agenda Items – Speakers are asked to provide their name and GVR member number. Please limit comments to two (2) minutes.
- 4. Consent Agenda**
  - A. 2021 Surplus Transfer (Crothers)
  - B. Approval to Clarify Language Concerning Surplus Calculation (Crothers)
  - C. Approve CEO Contract
  - D. Approve Martial Arts Club Recommendation from Board Affairs (BAC)
  - E. Approve Canine Club Recommendation from BAC
  - F. Naming Canoa Hills Clubhouse
- 5. Action Items**
  - A. Award Contract for Audit Company (Austin)
  - B. Award Contract for Website (Whitman)
  - C. Risk Management – Threat Policy (Webster/Schisel)
  - D. Approve Engagement Letter for Legal Services (Bachelor)
- 6. Member Comments** - Please limit comments to two (2) minutes.
- 7. Adjournment**



Green Valley Recreation, Inc.  
**Board of Directors Special Meeting**  
**Transfer Remaining 2021 Surplus**

**Prepared By:** David Webster, CFO

**Meeting Date:** July 13, 2022

**Presented By:** Carol Crothers, Treasurer

**Consent Agenda:** Yes

<p><b>Originating Committee / Department:</b> Fiscal Affairs Committee</p>
<p><b>Action Requested:</b> Transfer the remaining FY 2021 surplus of \$12,559 from the Operations Fund to the Initiatives Fund</p>
<p><b>Strategic Plan:</b> Goal 4: Cultivate and maintain a sound financial base that generates good value for our members.</p>
<p><b>Background Justification:</b> Green Valley Recreation’s financial statements for 2021 have been audited and closed. The financial information from these statements have been applied to the Surplus Formula in accordance with the Corporate Policy Manual Part 5 Fiscal/Accounting - Section 3 Reserve Policy Part 5.3.2. C Calculation of Operating Surplus of Deficit. This calculation has been reviewed and approved by the Fiscal Affairs Committee and recommended for approval by the Board of Directors.</p>
<p><b>Fiscal Impact:</b> The calculation of the remaining \$12,559 surplus from 2021 determines the surplus of operating revenue over operating expenses from 2021 that can be transferred to the Initiatives Fund. This transfer lowers operating cash and increase Initiatives cash for Capital Projects.</p>
<p><b>Board Options:</b></p> <ol style="list-style-type: none"> <li>1. Accept the recommendation of the Fiscal Affairs Committee to transfer the \$12,559 remaining 2021 surplus from Operating Cash to the Initiatives Fund.</li> <li>2. Do not transfer the remaining 2021 surplus.</li> <li>3. Table this decision at this time.</li> </ol>
<p><b>Staff Recommendation:</b> Option #1</p>
<p><b>Recommended Motion:</b> Move to accept the Fiscal Affairs Committee recommendation to transfer the remaining FY 2021 surplus of \$12,559 from the Operations Fund to the Initiatives Fund</p>
<p><b>Attachments:</b> Green Valley Recreation 2021 Surplus Report</p>

## Analysis of GVR Net Increase in Assets after Reserve Funding

Purpose: To determine if there is sufficient Operating Cash for additional Reserve Funding

	Total Surplus Calculation	
	GVR Surplus Formula	
Total Increase in Net Assets	\$	838,083
Reserve Accounts Income:		
Net Gain Loss on Investments	\$	464,843
Net Increase in Net Assets	\$	1,302,925
Non Cash Contribution:		
Less Non Cash In Kind Rental Income	\$	(1,333)
Less Foundation Grant	\$	(30,000)
Reserve Income:		
Deduct Net Income of Reserve Accounts and Unrealized Gains on Operating Investments.	\$	(249,791)
\$ (643,902)	\$	(464,843)
	\$	70,732
Reserves Funding:		
Maintenance Repair & Replacement Reserve Funding for 2021	\$	(1,048,192)
MRR-B Funding	\$	(169,553)
Initiatives Funding per CPM Formula	\$	(634,035)
Net Increase after Reserve Funding	\$	(1,224,090)
Cash Adjustment for Capital Purchases:		
Add Back Depreciation	\$	1,662,021
Deduct Non Reserve Capital Purchases	\$	(126,307)
Add Back MRR Expenses paid for out of the MRR Reserve	\$	200,935
Surplus after Reserve Funding and Capital Purchase Adjustments	\$	512,559
Transfer Issued to Initiatives August 2021	\$	(500,000)
Surplus Available for Transfer	\$	12,559



Green Valley Recreation, Inc.  
**Board of Directors Special Meeting**  
 Clarify Surplus Formula Calculation

**Prepared By:** David Webster, CFO

**Meeting Date:** July 13, 2022

**Presented By:** Carol Crothers, Treasurer

**Consent Agenda:** Yes

<p><b>Originating Committee / Department:</b> Fiscal Affairs Committee</p>
<p><b>Action Requested:</b> Revise the wording for the Calculation of Operating Surplus or Deficit Formula in the Corporate Policy Manual (CPM) Part 5 Fiscal/Accounting - Section 3 – Reserve Policy 5.3.2 C. Calculation of Operating Surplus or Deficit</p>
<p><b>Strategic Plan Goal:</b> Goal 4: Cultivate and maintain a sound financial base that generates good value for our members.</p>
<p><b>Background Justification:</b> Green Valley Recreation’s Operating Surplus formula has been researched, updated, and revised in the CPM previously as recommended by the Fiscal Affairs Committee (FAC). The current FAC unanimously recommends that the description of the formula in the CPM should be improved to provide clarity and minimize confusion. This revision does not change the intent or method of calculating the Surplus. These modifications will not change the calculated Surplus or Deficit amount.</p>
<p><b>Fiscal Impact:</b> There is no fiscal impact from the changes to the wording of the Surplus Formula in the CPM.</p>
<p><b>Board Options:</b></p> <ol style="list-style-type: none"> <li>1. Accept the recommendation of the Fiscal Affairs Committee to revise the wording of the Surplus formula in the CPM.</li> <li>2. Do not revise the wording of the Surplus Formula.</li> <li>3. Table this decision at this time.</li> </ol>
<p><b>Staff Recommendation:</b> Option #1</p>
<p><b>Recommended Motion:</b> Move to accept the recommendation of the Fiscal Affairs Committee to revise the wording of the Surplus formula in the CPM.</p>
<p><b>Attachments:</b> Redlined revised Surplus Formula.</p>

Approved operational surplus calculation (from CPM dated 9/22/2021 P27, 28)

### 1. Calculation of Operating Surplus or Deficit

At the end of the fiscal year, the Board of Directors shall determine the amount, if any, to contribute from operational surpluses. Operating surplus or deficit is calculated as follows:

- a. Begin with the Change in Net Assets from the Audited Financial Statements.
- b. Deduct unrealized gain/losses on operating accounts
- c. Deduct net investment income on reserve accounts/investments and unrealized gains/losses
- d. Add depreciation expense
- e. Deduct current year purchases of Capital Assets from operations (cost basis, before accumulated depreciation)
- f. ~~Add reserve cash amounts that were used to purchase Capital Assets~~
- g. Add expenses that were paid using reserve cash (i.e. repairs and maintenance expenses paid for using MMR funds)
- h. Deduct required funding cash transfers to reserve funds during the year (i.e. required MRR funding)
- i. Add or deduct any other non-cash items (i.e. in-kind capital donations)

The intent of the calculation is to determine if there is a surplus of operating revenue over operating expenses each year that can be transferred to a reserve fund. The calculation is to remove non-cash items such as depreciation and unrealized gains/losses. Additionally, adjustments are to be made to take into consideration operating cash used for Capital Asset purchases. Reserve fund cash used to pay for Capital Asset purchases and operating expenses should not be included in the operating cash surplus.



Green Valley Recreation, Inc.  
**Board of Directors Special Meeting**  
**CEO Employment Agreement**

**Prepared By:** Scott Somers, CEO

**Meeting Date:** July 13, 2022

**Presented By:** Scott Somers, CEO

**Consent Agenda:** Yes

<p><b>Originating Committee / Department:</b> Board of Directors and Administration</p>
<p><b>Action Requested:</b> Approve an amended Employment Agreement with the Chief Executive Officer (CEO).</p>
<p><b>Strategic Plan:</b> Goal 5: Provide sound, effective governance and leadership for the corporation</p>
<p><b>Background Justification:</b> The Board of Directors and CEO have been in discussions since April 27, 2022, concerning amendments to the CEO's Employment Agreement. The Board and CEO have come to agreement on amendments. Attached for the Board's final approval is the amended Employment Agreement.</p>
<p><b>Fiscal Impact:</b> Fiscal impact of this new contract includes the ability of the CEO to sell back up to 80 hours of unused Paid Time Off (PTO) annually retroactive to the CEO start date with the corporation. At the CEO's current wage rate, this equates to an annual cost of \$6,500 should the CEO have unused PTO to sell back.</p>
<p><b>Board Options:</b></p> <ol style="list-style-type: none"> <li>1. Approve an amended Employment Agreement with the Chief Executive Officer (CEO).</li> <li>2. Elect to continue discussions with the CEO concerning additional amendments.</li> <li>3. Delay this decision until a later time.</li> </ol>
<p><b>Staff Recommendation:</b> Option #1</p>

**Recommended Motion:**

*I move to approve an amended Employment Agreement with the Chief Executive Officer (CEO).*

**Attachments:**

- Amended Employment Agreement with the CEO
- Job Description of the CEO

**EMPLOYMENT AGREEMENT – CHIEF EXECUTIVE OFFICER**

This Employment Agreement (“**Agreement**”) is made effective and entered into as of the   13   day of   July  , 2022, by and between GREEN VALLEY RECREATION, INC., an Arizona non-profit corporation (“**GVR**” or “**Corporation**”), and Scott Somers (“**CEO**”). Throughout this Agreement, CEO and GVR are individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, GVR desires to employ CEO as its Chief Executive Officer and CEO desires to be employed by GVR in that capacity;

WHEREAS, CEO will devote CEO’s full-time best efforts to the benefit of GVR;

WHEREAS, GVR will give CEO access to its proprietary and confidential information necessary for CEO to perform CEO’s duties, but which GVR would not otherwise make available but for CEO’s signing and agreeing to abide by this Agreement.

In consideration of the mutual promises and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1.   Term.**

CEO’s employment under this Agreement shall begin on   January 4, 2021   (“**Employment Date**”) and shall continue indefinitely until terminated by one of the Parties as set forth herein (the “**Term**”).

**Section 2.   Expectations of Position.**

2.1   **Position, Duties and Responsibilities.** CEO will serve as GVR’s Chief Executive Officer. As CEO, CEO shall manage GVR’s employees and operations and perform such services for GVR as are customarily performed by a person holding a CEO position as well as the duties described herein, in the GVR governing documents, and in the “CEO Position Description” prepared by GVR’s Board of Directors attached hereto as Exhibit A and as may be revised by time to time in GVR’s sole discretion.

2.2   **Best Efforts.** CEO shall use CEO’s best efforts, energies, and skill to perform the duties and responsibilities of the position. To this end, CEO will devote CEO’s full time and attention exclusively to the business of GVR. Membership on other boards or other endeavors must be pre-approved by GVR’s Board prior to CEO’s engaging in any such activities.



2.3 **Reporting.** CEO shall report directly to the GVR Board of Directors of GVR (“GVR Board of Directors”) and will seek direction and guidance from the GVR Board of Directors on all matters of policy. The GVR Board of Directors shall oversee CEO’s performance in accordance with the Bylaws of GVR and as the Bylaws may be amended from time to time. CEO shall report to the Board at all Regular meetings of the Board. The Parties recognize and agree that CEO is the only GVR employee who reports directly to the Board. Although CEO may delegate authority to some positions, CEO shall remain accountable for all GVR operations and employees and shall be ultimately responsible for carrying out the directives of the Board.

2.4 **Annual Work Plan.** By January 31 of each calendar year of this Agreement, CEO shall prepare and submit to the Board for approval, a proposal for CEO’s Work Plan in accordance with the Board’s practices and processes, to be achieved during the forthcoming governance year (effectively, April 1 – March 31).

2.5 **Exclusive Services.** CEO shall devote substantially all of CEO’s business time and attention to the business and affairs of GVR and shall faithfully serve GVR. CEO shall use CEO’s best efforts to promote and serve the interests of Corporation and shall not, directly or indirectly, render services to any person or organization or engage in any other business activity, whether or not such activity shall be engaged in for pecuniary profit, without the consent of the GVR Board of Directors. The CEO, however, may (i) serve on corporate, civic, or charitable boards of directors or engage in charitable activities without remuneration with the prior express written consent of the Board, and (ii) manage CEO’s personal investments and affairs, provided that such activities do not conflict or interfere with CEO’s job or violate any other provisions of this Agreement.

2.6 **No Interference.** CEO is authorized to perform the duties described above without interference of individual Board members acting in their individual capacity and outside of Board meetings or authorized actions.

### **Section 3. Compensation.**

3.1 **Salary.** During the Term, GVR shall pay CEO an initial base salary at an annual rate of \$170,000.00 (“**Salary**”), which will be paid in periodic amounts at the times GVR pays other management-level employees and in accordance with applicable law. In its sole discretion, the GVR Board of Directors shall review and set CEO’s Salary each year (but shall not decrease CEO’s Salary from the amount stated in this Paragraph, absent a written modification signed by both Parties).

3.2 **Bonuses.** The Board reserves the right, but is not required, to recognize and reward exemplary performance by CEO by approving a bonus at any time. The making and amount of a bonus award, if any, shall be determined by the Board in its sole discretion.

3.3 **Employee Benefits.** During the term of CEO’s employment and this Agreement, CEO shall be eligible to participate in all benefit plans, practices, policies, and programs that GVR makes available generally to its management-level employees from time to time, including a 401(k) plan in which GVR agrees to contribute not less than 5% annual salary on a dollar-for-dollar match (as long as

such contributions are legal under the plan). In addition, CEO shall receive such fringe benefits and perquisites as provided generally to other management-level employees of GVR from time to time, except that any increase to CEO's compensation first requires GVR Board of Directors approval.

3.3.1 **Paid Time Off.** CEO shall be entitled to six weeks of Paid Time Off ("PTO") per calendar year; provided, however, that CEO will not take more than two (2) weeks of PTO within any four (4) week period without prior approval from GVR President. The number of PTO days will be prorated for the first and last calendar years of employment and shall be determined by multiplying thirty (30) by a fraction, the numerator of which is the number of days CEO is employed by GVR during the applicable year and the denominator of which is 365. In January of each year, retroactive to CEO's start date with the Corporation, CEO shall be paid his accrued but unused vacation from the prior year, up to 80 hours, for which CEO was unable to use during the prior calendar year, and which otherwise exceeds the 80 hour maximum roll over allowed under policy.

#### **Section 4. Employment Termination.**

4.1. **Termination of Employment.** Either Party may terminate this Agreement as provided below.

4.2. **Termination by GVR.** GVR may terminate this Agreement for or without "Cause."

4.2.1. **Termination for Cause.** The termination is for Cause if Corporation terminates this Agreement because the CEO: (i) engages in willful misconduct, gross negligence, or breach of fiduciary duty; (ii) is charged with a felony or a crime involving moral turpitude, including the illegal use of drugs; (iii) engages in fraud or misappropriates or embezzles money or other property of GVR or any other member of Corporation or any customer or supplier of GVR or any other member of Corporation; (iv) engages in misconduct that violates applicable law or causes GVR or any other member of Corporation to violate applicable law; (v) fails to comply with any directive from the Board that is lawful and consistent with GVR's Bylaws, or materially breaches this Agreement, if CEO has not cured that breach within ten business days of GVR's delivery of written notice of such breach to the CEO.

4.2.2. **Termination Without Cause.** A termination is without Cause if GVR terminates the Agreement for any reason that does not constitute Cause, as defined in Section 4.2.1.

4.3. **Termination by the CEO.** The CEO may terminate this Agreement with or without Good Reason, after providing GVR with notice of intent to terminate this Agreement at least 30 days before the Termination Date.

4.3.1. **Good Reason.** Good Reason exists for the CEO to terminate this Agreement if it is the result of a Constructive Discharge (as such term is defined under Arizona Law). Good Reason also exists if the Corporation, or its members, acts to amend any provision of the Bylaws, or any Governing Documents, such as the Corporate Policy Manual, that materially changes the role, powers, duties, authority, or responsibilities of the CEO's position.

4.3.2. **Without Good Reason.** Any termination of the Agreement by CEO for a reason other than one constituting Good Reason under Section 4.3.1 is a termination without Good Reason.

4.4. **Notice of Termination of Employment.** Any termination of this Agreement shall be communicated by written “Notice of Termination” to the other Party.

4.5. **Resignation from All Offices and Positions.** Upon the termination of this Agreement for any reason, CEO shall immediately resign from all offices and positions CEO then holds as an officer, director, employee and member of any board or committee of GVR. CEO shall be required to execute such writings as are required to effectuate any such resignation.

## **Section 5. Payments to CEO Following Termination of this Agreement.**

5.1. **Payments to CEO Regardless of Reason for Termination.** Regardless of the reason for the termination of this Agreement, following termination CEO shall be entitled to (i) payment of any accrued but unpaid Base Salary through the Termination Date; and (ii) payment of vested benefits (if any) in accordance with the terms of the applicable Corporation benefit plans and programs in effect from time to time (collectively, the “Accrued Amounts”). The Accrued Amounts shall be paid as soon as reasonably practicable and in accordance with applicable law.

5.2. **Severance Payment to CEO for Termination by Corporation Without Cause, or by CEO for Good Reason.** Subject to this Section 5.2, if CEO’s employment is terminated by GVR without Cause, or by CEO for Good Reason, CEO shall be entitled to receive (i) a payment in an amount equal to six months of CEO’s Base Salary at the rate in effect immediately prior to the Termination Date plus payment for any accrued, but unused PTO days (consistent with Section 3.3.1) paid out at the per-business-day Base Salary rate then in effect; and (ii) a payment equal to six months of paid health care benefits for CEO and his spouse, which will be calculated by determining the COBRA amount, and subtracting CEO’s portion of the regular contribution toward health care benefits (the “Severance Amount”).

5.2.1. GVR’s obligations to pay the Severance Amount shall be conditioned upon the CEO’s execution, delivery and non-revocation of a valid and enforceable general release of claims (the “Release”), substantially in the form utilized by GVR from time to time when terminating management level employees, within 21 days after CEO’s Termination Date.

5.3. **No Other Severance Benefits.** CEO acknowledges and agrees that CEO shall not be entitled to any other form of severance or termination payments or benefits from GVR, including, without limitation, payments or benefits otherwise payable under any of severance policies, program or arrangement of GVR.

## **Section 6. Continuing Obligations of CEO.**

6.1 **Protection of Confidential Information.**

6.1.1 “Confidential Information” means any non-public information not approved or authorized by the Board for public release or dissemination pertaining to GVR’s business disclosed by GVR to CEO or developed or learned by CEO during the course of CEO’s employment with GVR. This includes, without limitation, any confidential information and documents concerning the conditions of other business arrangements, advertising, marketing plans, strategies, goals, objectives, projections, compilations and analyses regarding GVR’s operations, activities, programs, membership, techniques, methods, business plans, knowledge, and data. CEO understands that the foregoing list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified or treated as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. CEO understands and agrees that Confidential Information includes information developed by CEO in the course of employment with GVR as if GVR furnished the same Confidential Information to CEO in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to CEO, provided that the disclosure is through no direct or indirect fault of CEO or person(s) acting on CEO’s behalf.

6.1.2 CEO will not, at any time during employment with GVR or after termination of employment for any reason, directly or indirectly use, make known, disclose, furnish, or make available Confidential Information other than in the proper performance of CEO’s duties contemplated herein.

6.1.3 CEO acknowledges that by virtue of CEO’s employment with GVR, CEO will have access to and knowledge of Confidential Information. CEO agrees that misuse or direct or indirect disclosure of Confidential Information would be detrimental to the interests of GVR and/or its members.

6.2 **Cooperation.** While this Agreement is in effect and following its termination, CEO shall, upon request by the GVR Board of Directors, use reasonable efforts to assist and cooperate with Corporation and its counsel and be reasonably available to Corporation and its counsel (taking into account any other full-time employment of CEO following termination of his employment with GVR) with respect to matters arising out of CEO’s services to Corporation.

## **Section 7. Miscellaneous.**

7.1 **Indemnification.** To the extent consistent with GVR’s Bylaws and Articles of Incorporation, GVR shall indemnify CEO for losses or damages incurred by CEO as a result of all causes of action arising from CEO’s performance of duties for the benefit of GVR, whether or not the claim is asserted while this Agreement is in effect. This indemnity shall not apply to causes of action that the GVR Board of Directors concludes arise from CEO’s acts of willful misconduct or gross negligence. CEO shall be covered under any directors’ and officers’ insurance that GVR maintains for its directors and other officers in the same manner and on the same basis as GVR’s directors and other officers.

7.2 **Amendments and Waivers.** This Agreement and any of its provisions may be amended, waived (either generally or in a particular instance and either retroactively or prospectively), modified or supplemented, in whole or in part, only by written agreement signed by the Parties; provided, that, the observance of any provision of this Agreement may be waived in writing by the Party that will lose the

benefit of such provision as a result of such waiver. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach, except as otherwise explicitly provided for in such waiver. Except as otherwise expressly provided in this Agreement, no failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement, or otherwise available in respect of this Agreement at law or in equity, shall operate as a waiver of such right, power or remedy, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

7.3 Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person who is not a Party, or the legal representatives of such person, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

7.4 Notices. Unless otherwise provided in this Agreement, all notices, requests, demands, claims and other communications provided for under the terms of this Agreement shall be in writing or by email showing confirmation. Any notice, request, demand, claim or other communication under this Agreement that is not sent by email shall be sent by (i) personal delivery (including receipted courier service) or overnight delivery service, with confirmation of receipt, (ii) reputable commercial overnight delivery service courier, with confirmation of receipt or (iii) registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below:

If to GVR: President, GVR Board of Directors, Green Valley Recreation, Inc., 1070 Calle de las Casitas, Green Valley, Arizona

With a copy to: Human Resources Officer, Green Valley Recreation, Inc., 1070 Calle de las Casitas, Green Valley, Arizona

If to CEO: CEO's home address on file with GVR's Human Resources Department.

All such notices, requests, consents and other communications shall be deemed to have been given when received. Either Party may change its facsimile number or its address to which notices, requests, demands, claims and other communications under this Agreement are to be delivered by giving the other Party notice in the manner applicable when that change is made.

7.5 Entire Agreement. From and after the Effective Date, this Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all prior or contemporaneous negotiations, commitments, representations, agreements and understandings (including any prior or contemporaneous course of dealings), both written and oral, between the Parties with respect to its subject matter.

**GREEN VALLEY RECREATION, INC.**

**CEO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Scott Somers  
Date: \_\_\_\_\_

**Exhibit A**

**Position Description  
(Attached)**

# Position Description

## Green Valley Recreation, Inc.

**Position Title:** Chief Executive Officer (CEO)

**Reports to:** Green Valley Recreation (GVR) Board of Directors

**Supervises:** All GVR Staff

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### Position Summary:

The Chief Executive Officer of GVR is responsible for understanding, adhering to and implementing the policies established by the Board of Directors under the Policy Governance structure. Under this structure, the CEO has broad authority in the Operational Management of GVR, including, but not limited to: staff development, leadership and supervision, financial management, public relations, program development/management and facilities management. The CEO is accountable for leading the organization toward the accomplishment of meeting the Board's Ends policies.

This is a full-time position hired by, and accountable to, the GVR Board of Directors.

### Responsibilities:

#### Leadership & Administration:

- Adhere to the mission of the organization, observable by staff, members and Board of Directors.
- Successfully implement and lead staff in adherence to the Policy Governance structure, which encompasses achievement of long-term and short-term organizational goals.
- Provide strategic leadership in the management of GVR Operations to include development, and improvement to GVR, its facilities and programs.
- Demonstrate initiative, adaptability and a proactive approach to opportunities and challenges.
- Create and maintain an inclusive learning culture that encourages new ideas, methods and designs that improve the quality and effectiveness of GVR classes/ programs.
- Develop and maintain a cohesive community culture.
- Ensure GVR staff and programs operate in compliance with all applicable local, State, and Federal laws and regulations.

#### Fiscal Management:

- Ensure that GVR continues to operate as a not for profit business in accordance with 501(c)4 regulations and Generally Accepted Accounting Principles (GAAP)
- Oversee the development of the annual budget and the organizations commitment in meeting all budget constraints.
- Strategize with Accounting Department in the financial planning of the organization's short-term and long-term goals.
- Meet Ends policies regarding Financial Management and Asset Protection.

#### Personnel Management:

- Provide strong, creative and energetic leadership for more than 100 GVR staff members by maintaining established structures of authority, responsibility including effective, regular communication throughout the organization.
- Develop core competency requirements for staff, including written personnel policies and procedures ensuring successful development of staff to create and maintain successful GVR operations, programs and member services that meet the highest quality and safety.
- Consistently and regularly meet with Management staff to discuss and address any operational issues or suggestions regarding talent retention, training, recruitment, programs, etc.
- Create and maintain exceptional communication skills, promoting an open exchange of information, ideas and concerns.
- Lead the organization in exhibiting a positive attitude in both professional and personal demeanors especially under pressure and when confronted with contentious situations.

#### Board Relations:

- Develop and maintain a positive and highly professional working relationship with the Board of Directors.
- Maintain regular communication with Committees and the Board to include any and all information relevant to the accomplishment of their respective duties.
- Promote and provide effective collaboration on development and implementation of Board policy, meeting agendas and action items creating a cohesive partnership between the Board and CEO.
- Facilitate and assist in the orientation of new Board members annually.

**Member Relations:**

- Maintain regular, necessary and appropriate non-confidential communication with GVR Members.
- Ensure members have access to facilities and programs without undue intrusion or restriction.
- Consider and implement member suggestions in partnership with the Board of Directors as it relates to business needs.

**Public Relations:**

- Serve as chief liaison within the Green Valley community and for legislative bodies that are critical to the sustainability and livelihood of GVR.
- Develop, enhance and maintain key partnerships within the community of Green Valley, including community leaders, businesses, government regulatory agencies as well as GVR vendors and partners.

**Marketing & Revenue Generation:**

- Collaborate with and direct the marketing staff in planning for current and future revenue needs.
- Develop, implement and maintain a well-planned and organized corporate marketing strategy that focuses primarily on Green Valley residential home sales as the primary revenue source for GVR.
- Collaborate with and direct the exploration of new and effective marketing strategies that generate additional avenues of revenue.
- Develop and maintain a collaborative partnership with GVR Foundation to identify and secure necessary fund-raising opportunities.

**Program Management:**

- Encourage and ensure that GVR staff and volunteers design, implement and monitor GVR educational/recreational programs and services as well as ensure proper accessibility to these programs and services by GVR members.
- Participate in and review program offerings on a quarterly basis to ensure that the quality, appropriateness and relevance of programs meet the highest standards.
- Collaborate with GVR Departments to research employee/ member suggestions for program revisions or additions and implement as needed.

**Essential Skills and Qualifications**

- At minimum, 7 years of experience in a CEO/ Executive Director position of which, at least 5 years managing operations in a non-profit 501(c)(4) organization with annual revenue in excess of five million dollars.
- Bachelor's degree (work experience in excess of the required 7 years of experience may be considered in lieu of a bachelor's degree)
- Minimum 3 years of experience in business administration and/ or finance.
- Exceptional communication skills with all levels of the organization and community (Staff, Board of Directors, Members, Community leaders, etc.,)
- Ability to handle detailed and complex concepts/reports; problem solve while balancing multiple time sensitive and sometimes confidential tasks.
- Experience managing continuity, effects of change and or transitions in a highly professional, yet considerate manner.

**Desired Skills and Qualifications**

- Experience working under a Policy Governance structure.
- Familiarity with Arizona laws and statutes regarding non-profit organizations
- Experience working with active retirement communities
- Familiarity with grant writing.





Green Valley Recreation, Inc.  
**Board of Directors Special Meeting**

**Martial Arts Club Request**

**Prepared By:** Kris Zubicki, Dir. of Recreation Svcs.    **Meeting Date:** July 13, 2022

**Presented By:** Kris Zubicki, Donna Coon, BAC Chair    **Consent Agenda:** Yes

<p><b>Originating Committee/Department:</b>  Recreation Department and Board Affairs Committee</p>
<p><b>Action Requested:</b>  Consider approval of an application to establish a Martial Arts Club.</p>
<p><b>Strategic Plan Focus Area:</b>  Goal 2: Provide quality services and programs that effectively meet the recreational, social, and leisure education needs of our membership, allocating resources to support those programs</p>
<p><b>Background Justification:</b>  A Martial Arts Club will provide a structure and organization for all GVR members wanting to practice existing skills in the martial arts and learn new skills from senior practitioners in the martial arts. The benefits reach well beyond the specific martial arts skills. They extend to improved health, flexibility and mobility, as well as mental, emotional and social well-being.</p> <p>The club will need space to meet and to store supplies needed for martial arts included 18x18 mats and miscellaneous small items. GVR has determined the Desert Hills renovation will accommodate this activity in the new Studio Space. While the renovation is underway, the club is agreeable to meet in alternate GVR space working with the Reservations Coordinator.</p> <p>Application for GVR Martial Arts Club was approved by the Recreation Department and signed by the CEO on April 4, 2022. The application has been recommended for approval by the Board Affairs Committee and is ready for consideration by the Board of Directors.</p>
<p><b>Fiscal Impact:</b>  N/A</p>
<p><b>Board of Directors Options:</b>  1. Approve an application to establish a Martial Arts Club  2. Table this discussion at this time.</p>
<p><b>Staff Recommendation:</b>  #1</p>
<p><b>Staff Recommended Motion:</b>  Move to accept the Board Affairs Committee recommendation to approve an application to establish a GVR Martial Arts Club.</p>
<p><b>Attachments:</b>  Martial Arts Application</p>

Date: June 9, 2022  
To: Kris Zubicki, Recreation Director  
From: Kathy Edwards, GVR Club Liaison  
Subj: Application for GVR Martial Arts Club - Overview

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### **Benefit to GVR Membership**

A Martial Arts Club will provide a structure and organization for all GVR members wanting to practice existing skills in the martial arts and learn new skills from senior practitioners in the martial arts. The benefits reach well beyond the specific martial arts skills. They extend to improved health, flexibility and mobility, as well as mental, emotional and social well-being.

### **Space Requirements**

The club will need space to meet and to store supplies needed for martial arts included 18x18 mats and miscellaneous small items. GVR has determined the Desert Hills renovation will accommodate this activity in the new Studio Space. While the renovation is underway, the club is agreeable to meet in alternate GVR space working with the Reservations Coordinator.

### **Club Membership** (minimum 35 to form a club)

There are currently 41 GVR members on the membership list and the club intends to grow its membership over time. The actual names and GVR numbers are on file with the GVR Club Liaison.

### **Club Officers**

Dean Curd, President  
Suzanne Gross, Vice President  
Cheryl Watson, Secretary/Treasurer

### **GVR Approval**

Application for GVR Martial Arts Club approved by GVR Recreation, signed by the GVR CEO April 4, 2022. The application is ready for consideration by the GVR Board Affairs Committee.

### **Board Affairs**

Please advise club representatives when this will be on the meeting agenda so they may attend the meeting to answer questions.



## 2021 Green Valley Recreation, Inc.

### New GVR Club Application for Club Status

*Please read the FAQ and Application Instructions prior to completing this application*

This application and supporting documents must be completed in their entirety. Partial applications cannot be processed. Attach additional sheets if necessary. If you have questions, please contact the GVR Club Liaison.

1. Proposed name of your club: The GVR Martial Arts Club.
2. Have your interested members read the GVR Bylaws, and Corporate Policy Manual (CPM) posted on the GVR Website, including Section VIII – GVR Programs/Clubs? YES X NO \_\_\_
3. You must have a minimum of thirty-five (35) GVR members to apply for “Club Status.” Does your group have thirty-five (35) or more interested GVR members? YES X NO \_\_\_
4. Is the mission of your group consistent with GVR’s mission: “*To provide recreational and social opportunities to enhance the quality of our members’ lives.*”? YES X NO \_\_\_

Please explain below:

Yes, our club’s Purpose Statement is to celebrate, share, and promote the practice of martial arts to enhance the quality of our members lives.

5. How will this club benefit GVR and the membership?

A Martial Arts Club will provide a structure and organization for all GVR members wanting to practice existing skills in the martial arts and to learn new skills from senior practitioners in the martial arts. The benefits reach well beyond the specific martial arts skills. They extend to improved health, flexibility, and mobility, as well as, mental, emotional, and social well-being.

6. Please describe, in detail, the purpose, plan and charge of your group.

The purpose for the formation of the GVR Martial Arts Club is to provide a place for martial arts professionals, students, and aficionados to gather and safely practice within their respective disciplines with like-minded members. The plan is to secure a room of appropriate size for members and to have access to the room and special equipment a sufficient number of times per week. We are charged with growing our membership as time progresses and maintaining a safe and well-regulated club that meets GVR standards.



7. Why is your group seeking GVR "Club Status?" Check all that apply:

- High interest in activity
- Tax purposes
- Better operation of group
- Insurance
- Facility space
- Storage
- Reservation preference
- Need for dues
- GVR support
- Other gym space with at least a 18'x18' mat area for safety

8. Does your group understand that facility reservations are not guaranteed and your meeting space may vary from year to year? YES  NO

9. What type of facility will you be requesting? (Note: Your group must be able to maintain 50% of the assigned space at all times)

- Art Room
- Large meeting room
- Auditorium
- Outdoor facilities
- Dance floor
- Dedicated space (such as the hobby shops)
- Small meeting room
- Swimming pool
- Stage
- Other gym space with at least a 18'x18' mat area for safety

10. What days of the week will your group request to meet? (Note: Clubs are permitted two regularly scheduled activities each week)

- Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

11. Requests for dedicated space that only club members may use is limited and reviewed on a case-by-case basis. Do you anticipate needing dedicated space for your club in the future?

YES  NO . If yes, please explain:

In supporting a safe environment, it is important that as soon as possible an 18'x18' 1/2 inch thick Dolimar foam mat be procured as soon as possible and located in a fairly dedicated club space to reduce wear and tear on the mat areas.

12. Your group must be self-supporting in movable equipment, supplies, repairs and instructors through your club dues. Equipment to meet the desires of a club shall not be financially supported by GVR dues or income. GVR *does* supply basic services such as facilities, utilities, custodial/maintenance support, fixtures, tables, chairs and initial equipment basic to the activity. Is your group willing to be self-supporting? YES  NO

13. Does your group agree to leave all meeting rooms, kitchens, outdoor facilities, etc. in the condition in which you found them? YES  NO



- 14. Will your group need any special set-up assistance or staff services beyond room setup? If yes, please explain below. YES \_\_\_ NO X
- 15. GVR clubs are open to all members of GVR and members shall not be refused admission to any GVR Club. Is your group willing to include all interested members? YES X NO \_\_\_
- 16. In the space below, please describe, in detail, any special qualifications or skills needed for your activity.  
  
Interest in learning.
- 17. Is your group willing to provide orientation, instruction and training for new members if necessary? YES X NO \_\_\_
- 18. Does your group understand GVR's guest policy as stated in the GVR Bylaws and Corporate Policy Manual? YES X NO \_\_\_
- 19. Is your group willing to maintain an effective monitoring system to verify that all members attending your meetings/activities are all GVR members and eligible guests? YES X NO \_\_\_
- 20. Is your group willing to maintain monthly attendance records and report such to GVR? YES X NO \_\_\_
- 21. Are the members of your group willing to abide by GVR Bylaws, GVR Corporate Policy Manual, GVR Code of Conduct and Club Bylaws? YES X NO \_\_\_
- 22. Is your group willing to have at least one membership meeting a year to elect new officers, review club bylaws and report this information to GVR on an annual basis? YES X NO \_\_\_
- 23. Is your group willing to preserve club records for a minimum of 3 years? YES X NO \_\_\_
- 24. Is your group willing to furnish necessary insurance on any equipment not owned by GVR brought onto GVR premises; e.g., musical instruments, tape players, computers, radios, etc.? YES X NO \_\_\_
- 25. Is your group willing to submit a yearly financial statement, account balances, income, and make proper reporting to the IRS? YES X NO \_\_\_
- 26. Is your group willing to submit an updated membership roster, equipment inventory list, and other requested items to GVR annually? YES X NO \_\_\_
- 27. The current version of the GVR Corporate Policy Manual (CPM) is available on [www.gvrec.org-Governance-Governing Documents & Reports-CPM](http://www.gvrec.org-Governance-Governing Documents & Reports-CPM). Have your interested members read this document? YES X NO \_\_\_

**Attachments Checklist**

- X GVR Club Membership Roster
- X GVR Club Officers' Information
- X Annual GVR Club Agreement to retain GVR "Club Status"



A handwritten signature in blue ink, appearing to read "Dean Curd", is written in a cursive style above the contact information.

**Primary Contact:**

**Name:** Dean Curd – Club President      **GVR#:** 229445

**Address:** 1060 W. Camino Del Patio, Green Valley, AZ 85622

**Telephone #:** 303-378-6233      **Email:** [dcurd@csoc.org](mailto:dcurd@csoc.org)

A second handwritten signature in blue ink, appearing to read "Dean Curd", is written in a cursive style below the email address.



## 2021 GVR CLUB MEMBERSHIP ROSTER For Year Ending December 31, 2020

This form must be submitted to GVR Club Liaison by February 1st

GVR Club Name MARTIAL ARTS CLUB

# of Club Members 41  
(as of February 1st)

Submitted by DEAN CURD

Date: 6/9/2022

Include complete information for all club members from 2020. Club members must be GVR members  
Attach additional pages if necessary

GVR#	Member Name	Address	Phone	Email Address
		***SEE ATTACHED MEMBERSHIP ROSTER***		



Office use only  
 \_\_\_ Reservations  
 \_\_\_ Website  
 \_\_\_ GVRNow!

## 2022 GVR CLUB OFFICERS' INFORMATION

This *fillable form* must be submitted to GVR Club Liaison by February 1<sup>st</sup>

If a change of Officers occurs during the year, immediately submit an updated form to  
 GVR Club Liaison, Kathy Edwards – [kathye@gvrec.org](mailto:kathye@gvrec.org), (520) 495-5843

GVR CLUB NAME: \_\_\_\_\_ # OF CLUB MEMBERS \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Officer	GVR #	Name	Address/Zip Code	Phone Number and Email address
President				
Vice President				
Secretary				
Treasurer				
Other				

**1. Club Members designated to make GVR Facility Reservations and sign Reservation Contracts**

Member Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Member Name: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Annual Dues \$ \_\_\_\_\_

3. Date of Club Bylaws \_\_\_\_\_



The GVR website and GVRNow! Newsletter have an informational listing for each GVR Club. Please update the following information for your Club. With respect to privacy, have each contact sign below.

4. **Please list the contacts for this Club to be displayed on the GVR website and GVRNow! Newsletter**  
*The Club may wish to establish a club email address that is monitored by club member(s)*

**\*Primary Contact** \_\_\_\_\_ Phone \_\_\_\_\_  
Email \_\_\_\_\_ (club email address recommended)

**\*Secondary Contact** \_\_\_\_\_ Phone \_\_\_\_\_  
Email: \_\_\_\_\_ (club email address recommended)

**Club Website:** \_\_\_\_\_ **Club Email:** \_\_\_\_\_

5. **REQUIRED** - Updates to GVR Website - **ENTER UPDATES OR TYPE "NONE"**  
*Review club listing on gvrec.org – Recreation – Clubs. Attach additional sheet if necessary.*

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\*By signing this document I give my permission to GVR to post the information on the Website as indicated in Item (4) above.

Primary Contact Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Secondary Contact Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **BYLAWS of the GVR Martial Arts Club**

## **ARTICLE I - Name**

The official name of the organization shall be the GVR Martial Arts Club, hereinafter known as the Club.

## **ARTICLE II - Purpose**

The purpose of the Club shall be to celebrate, share, and promote the practice of martial arts. All activities conducted by the Club and its members shall be in accordance with the GVR Bylaws, Corporate Policy Manual and GVR Code of Conduct.

## **ARTICLE III - Membership**

A. All members holding GVR membership or tenant cards in good standing with GVR are entitled to join and participate in any meeting or activity, until the maximum capacity of the facility being used is reached. Membership shall not be denied to GVR members in good standing.

B. Any Member who has not paid dues, fees or assessments to GVR or the Club, as of the time such payment becomes delinquent, shall be removed from the Club's roster.

C. For the safety of users and the protection of GVR property, proficiency training or demonstration of proficiency may be required by the Club.

D. The Club shall not grant honorary membership or the equivalent to anyone NOT a GVR member.

E. Guest policies and guest cards are privileges extended to GVR member guests for use of GVR facilities, subject to the current rules and regulations put forth through Board policy and as defined in the GVR Bylaws. Guest participation in Club events does not constitute membership in the Club.

F. All members and guests shall abide by all applicable GVR policies and the member Code of Conduct. Violations will jeopardize the privileges of the offending individual through removal from the Club's membership roster and/or possible GVR Suspension procedures.

## **ARTICLE IV - Board of Directors**

A. The governing body shall consist of three (3) Directors who are elected by the current members. The Directors shall perform duties as prescribed by these Bylaws and by the parliamentary authority adopted by this Club. The Board shall handle the general supervision of the affairs of the Club between Annual Meetings, fix the hour and place of the Annual Meeting, make recommendations to the membership, and perform other duties as desired by the Club.

B. The Directors of the Club shall consist of a President, Vice President, and Secretary/Treasurer, and shall be elected by a majority vote of the members in attendance at the Annual Meeting.

C. Responsibilities of Directors:

President - The President shall preside at all meeting of the Club and shall carry out all orders and resolution of the Club. The President shall be the executor of all Club funds and may approve all individual expenditures up to \$500.00. Expenditures over and above this amount must be approved by quorum of the Board of Directors. (See last paragraph in this Article for Board quorum).

Vice President - In the absence of the President, the Vice President shall perform all duties of the President, and when so acting, shall have all powers of the President. The Vice President shall retain certain permanent records such as membership lists, year-end financial statements, Employer Identification Number, tax exemption, etc. for the life of the Club.

Secretary/Treasurer - Must retain routine correspondence and other administrative records for three years prior to the current year, records and deposits in the bank accounts all monies of the Club, prepares a financial report on an annual basis and has books, records and papers available upon request by GVR. The Secretary/Treasurer shall sign all formal written communications.

D. A quorum for transaction of business at a Board meeting shall be two (2) directors.

## **ARTICLE V - Committees**

The President, with the approval of the Club's Board of Directors, shall appoint any Committee deemed necessary.

## **ARTICLE VI - Membership Meetings**

A. The Club's Annual Meeting shall be held prior to December 31 of each fiscal year.

B. Notice of any meetings of the general membership shall be made at least fourteen (14) days in advance of the meeting and shall set forth, specifically, the nature of the business to be transacted.

C. A quorum for transaction of business at a general membership meeting shall be the number of Club members in attendance.

D. Robert's Rules of Order shall govern the Club in all cases in which they are applicable and in which they are not inconsistent with the Clubs Bylaws or any special rules of order the Club may adopt.

## **ARTICLE VII - Dues and Fiscal Period**

A. The fiscal year shall be January 1 through December 31, to correspond with GVR's fiscal year. The Club is responsible for filing a year-end financial statement within 30 days following close of the fiscal year.

B. The Board of Directors of the Club shall recommend annual dues with final approval from the general membership of the club.

C. Non-payment of dues shall result in removal of the member's name from the Club's membership roster.

## **ARTICLE VIII - Vacancies**

The Vice President shall perform the duties and exercise the powers of the President during absence or disability. If any other office should become vacant, the remainder of the term shall be filled by appointment by the President with approval from the Board of Directors.

## **ARTICLE IX - Amendments**

The Board of Directors of the Club may make amendments to these Bylaws with a majority affirmative vote of the membership. The Club must submit any amendments proposed to GVR staff for approval, prior to adoption.

## **ARTICLE X - Monitoring**

An effective monitoring system shall be maintained by Club Directors to ensure that only members and eligible guests are in attendance at meetings and activities of the Club. All participants shall register on a log sheet that will include GVR number, name, address, and any other information required by GVR, each time they attend any meeting, program or activity. Monitors at GVR serve as host/hostess to members, guest and visitors. Monitors are empowered to enforce all Club and all GVR rules and regulations.

**ARTICLE XI - Dissolution**

Upon dissolution of the Club, all assets, after all bills are paid, shall be transferred to GVR.

**ARTICLE XII - Bylaws**

A copy of these approved Bylaws shall be available to the general membership at the Annual Meeting. All elected Directors and Committee Chairpersons shall be furnished with a copy of the GVR Bylaws and the current approved Club Bylaws after each election.

Approving Signatures.

Dean Curd  
Club President

12/17/2021  
Date

[Signature]  
Green Valley Recreation

4/4/22  
Date



## 2022 Annual GVR Club Agreement to retain GVR "Club Status"

### **GVR Mission Statement**

***"To provide excellent facilities and services that create opportunities for recreation, social activities and leisure education to enhance the quality of our members' lives."***

We, the Green Valley Recreation, Inc. (GVR) MARTINE ARTS Club understand that our group is subject to GVR rules and regulations in order to retain our GVR "Club Status" that includes the following benefits:

- Use of GVR logo and trademarks;
- Priority facility reservations and meeting space at no charge;
- Liability insurance coverage at no cost to Club for GVR-sponsored Club events on GVR premises (GVR Club members, qualified guests and volunteers only);
- Use of basic utilities at no charge (e.g., electric; gas; water);
- Custodial and maintenance services;
- Essential equipment and/or material storage on a space available basis.

In exchange for aforementioned benefits of having GVR Club Status, the Club agrees to the following Terms and Conditions:

1. Club agrees to indemnify and hold harmless GVR.
2. Club is required to include either "Green Valley Recreation, Inc." or "GVR" in their Club name.
3. Club is required to use the official GVR logo and color palette provided by GVR in all Club promotional items, printed materials, banners, flyers and advertisements.
4. Verify that all GVR Club members are GVR 'Members in Good Standing' as defined by GVR Bylaws.
5. Offer Club membership to all GVR 'Members in Good Standing' who shall be entitled to participate in any meeting or activity.
6. At their sole discretion, Clubs may grant occasional guest privileges as long as each guest qualifies in accordance with GVR Bylaws and policies.
7. Execute an effective monitoring system to ensure that only GVR members and eligible GVR guests are in attendance at Club meetings and activities.

8. Maintain at least twenty-five (25) active GVR members in the Club to retain "Club Status"; if Club membership falls below the twenty-five (25) active member minimum, the Club must increase its membership or GVR may release "Club Status."
9. At GVR's sole discretion, GVR may consolidate the Club into another group if it is determined that there is a fifty-percent (50%) or more crossover in membership with other GVR clubs.
10. Utilize at least fifty percent (50%) of assigned Club space at all times. GVR has the option of reassigning the Club to another facility, combining the Club with another of similar interest, or releasing the Club from "Club Status", if deemed appropriate.
11. Facility meeting space may limit participation in club activities.
12. If the Club determines that advanced skills or special qualifications may limit who may join the Club, orientation, training, and instruction must be offered to new Club members.
13. Grant GVR the right to communicate information to Club members via U.S. Postal Service, email, or other means. *[Note: GVR does not sell or otherwise share its mailing lists with third-parties].*
14. Not affiliate with any national, state, or regional organization that requires GVR members to join.
15. Club members are permitted to bring alcoholic beverages (BYOB) for Club functions onto GVR property, provided that Club obtains prior written approval from GVR at the time a facility Reservation Agreement is signed.
16. Club may not sell alcohol on GVR premises without a state-issued liquor permit.
17. Ceramics, Clay Studio, and Lapidary classes offered through the GVR Course Catalog are reserved exclusively for GVR members.
18. Clubs may not grant Honorary Club membership or the equivalent to a non-GVR member.
19. Furnish necessary insurance on any personal equipment or personal items brought to or stored on GVR premises (e.g., musical instruments, sound systems, computers, radios, etc.).
20. Operate under an IRC 501(c) 4 nonprofit tax status registered with the Internal Revenue Service (IRS).
21. Obtain an IRS Employer Identification Number (EIN) and provide the number to GVR Club Liaison.
22. Be responsible for any local, state, or federal taxes incurred because of Club activities.

23. Maintain a bookkeeping system recording all income and expenses, and retain receipts for expenditures for at least seven (7) years.
24. Preserve all Club correspondence and meeting minutes for a period of no less than four (4) years.
25. Be financially self-supporting to provide movable equipment and operating supplies unique to the Club, as well as repair and replacement of such equipment at the Club's expense.
26. The Club accepts that all equipment purchased by the Club or provided by GVR is the property of GVR, whether original equipment, replacement of original equipment, or new and additional equipment.
  - a. Equipment includes, but is not limited to, machines, computers, furniture, machine tools, building fixtures, building improvements, carpeting, and kilns.
  - b. The Club may not lend or borrow any equipment or supplies that are GVR property.
  - c. The initial purchase of specialized equipment will be provided by Club.
27. Club will obtain GVR approval before installation of any equipment or any rearrangement of equipment that may affect floors, walls, air conditioning, electrical equipment, or additional consumption of gas and electricity. Costs incurred for installation or relocation of equipment provided by the Club will be charged to the Club.
28. The Club understands GVR will provide essential storage for GVR Clubs at no cost, on a space-available basis only.
  - a. Only storage of items critical to ongoing Club needs only is permitted.
  - b. Storage of perishable foods, liquor, and highly flammable material is prohibited.
  - c. GVR is not responsible for any loss or damage to personal items stored on GVR property.
29. The Club understands and agrees that GVR facility space is based on space availability and is not guaranteed each year.
  - a. The Club will designate two (2) club members to schedule Club facility space reservations. Facility reservations requested by unauthorized Club members will not be granted.
  - b. A Club's regularly scheduled reservations will be confirmed by GVR Reservations Coordinator by November 1<sup>st</sup> for the following year.
  - c. A signed copy of the Club's regularly scheduled reservations must be returned to the GVR Facility Reservations Coordinator within two (2) weeks of receipt by the Club President.
30. Club Directors & Officers (D&O) Insurance is NOT provided by GVR as stated in the GVR Corporate Policy Manual. Each club must determine if this is needed and purchase it from a commercial insurance broker.



31. Club must obtain proof of insurance from Vendors. Whenever a payment is made to any company, small business owner, or individual for an event at which they are contracted to work, they are considered a Vendor. Examples: DJ, Entertainer, Decorator (see attached samples).
32. Club is responsible for obtaining signed Waivers of Liability from GVR club members for each club activity that leaves GVR property (see attached samples).
33. Club must comply with insurance requirements in the GVR Corporate Policy Manual, available on [www.gvrec.org](http://www.gvrec.org) – *Governing Documents*
34. **No later than February 1** each year, the Club agrees to submit the following documents to GVR:
  - a. A comprehensive Club Membership Roster. The Club Membership Roster shall include: name, street/mailling address, email address, and GVR membership number for each Club member;
  - b. An annual financial statement indicating cash on-hand;
  - c. A list of Club Officers for the current calendar year;
  - d. An equipment/storage inventory list.
35. **No later than April 15** each year, the Club agrees to submit the following document to GVR: A copy of IRS Form 990-N e-Postcard or 990 EZ form as required, submitted to the IRS by the Club for the previous calendar year.

The Club President, Officers, and Board of Directors have read and understand this Agreement to retain its "Club Status" and acknowledge that failure to comply with the aforementioned GVR Terms and Conditions risks revocation of its "Club Status".

**Signatures**

Dean F. Curd  
Club President Signature

April 18, 2022  
Date

DEAN F. CURD  
Club President – Printed Name

Kathy Edwards  
GVR Representative Signature

4/18/2022  
Date

KATHY EDWARDS  
GVR Representative – Printed Name



## 2022 GVR Club Compliance Form Smoke Free Arizona

GVR facilities are compliant with the Smoke-Free Arizona Act (ARS§36-601.01) that became Arizona State law on May 1, 2007, as detailed in Section VIII – GVR PROGRAMS & CLUBS.

GVR clubs are responsible for reading, understanding and enforcing the Smoke-Free Arizona Act, when meeting in GVR facilities.

Please inform Club members and guests if they are smoking in a non-smoking area by politely requesting that they put it out and go at least 20 feet away from the entrance and smoke in designated areas only.

Club Members and their guests should not move or relocate ashtrays. Clubs should educate all club members about the requirements of the Law (club meetings, posters, pamphlets, etc.) and what is expected of them.

If a violation is discovered and corrective action is not taken, which results in GVR being assessed a fine, the Club may be responsible for payment of the fine, and cancellation of the Clubs room reservations.

### Vaping-Free Zone at Facilities

1. GVR prohibits vaping in all non-smoking areas, including enclosed areas and areas within 20 feet of all entrances and windows. Vaping is prohibited in all indoor facility areas, pool areas and in all GVR vehicles.
2. Vaping will be allowed in designated outdoor areas and wherever smoking is allowed.

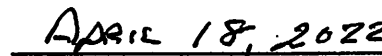
It is the Club's responsibility to read, understand and enforce the procedures listed above.

I have read and will comply with the above.

### Signatures

  
\_\_\_\_\_

Club President Signature

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Club President – Printed Name



**Green Valley Recreation, Inc. (GVR)  
Insurance Overview – GVR Clubs**

**Vendor's Insurance**

**Definition**

Whenever **payment is made** to any company, small business owner or individual for an event at which they are contracted to work, they are considered a **Vendor**.

*Examples: DJ, Entertainer, Decorator.*

- **Vendors** must provide their own liability insurance coverage for club events.
- **Vendors** must also provide liquor liability insurance coverage if alcohol is served.
- **Vendors** are EXCLUDED from GVR Liability Insurance.
- **Vendors** CANNOT BE ADDED to the GVR Liability Policy.

**Summary of Requirements – Every Vendor (except GVR Approved Caterers)**

<b>Sole Proprietor</b>	<b>Company</b>
Vendor Agreement COI Liability Sole Proprietor Waiver	Vendor Agreement COI Liability COI Worker's Comp

1. Complete and Sign *Green Valley Recreation, Inc. and its Subsidiaries Vendor Agreement for Insurance and Indemnity for Club Sponsored Events* (copy attached)
2. Certificates of Insurance must be approved by Green Valley Recreation, Inc./ Insurance Broker
3. Sole Proprietor Waiver or COI with Worker's Comp
4. Submit Items above at least one (1) month in advance of club event to GVR Club Liaison.
5. Approval by GVR Recreation Director/Insurance Broker within 2-4 business days.

*Note: Companies that appear on the **GVR-Approved Caterer's list** on the GVR Website have already provided the required insurance document to GVR, so Clubs do not need to request any insurance information.*

**GVR Club Directors & Officers Insurance “D&O Insurance”**

**Definition**

Decisions related to Club and Fiduciary responsibilities of a GVR Club Board of Directors and Officers.

**Who is Covered**

Club Directors and Officers, if purchased by the Club from a Commercial Insurance Broker.

**GVR Club Waivers of Liability  
for Club Excursions and International Travel**

**Definition**

- Club is responsible for obtaining signed Waivers of Liability from GVR club members for each club activity that leaves GVR property.
- Club shall retrieve the current form from the GVR website – Recreation – Clubs – Documents for each activity.
- Club shall retain all waivers in the permanent club records.

**Who is Covered**

Participants acknowledge they assume all risk associated with outings.

*Dean L. Creed*  
Club President Signature

APRIL 18, 2022  
Date

DEAN L. CREED  
Club President – Printed Name

# Vendor Agreement for Insurance and Indemnity for Club Sponsored Events

## Insurance

### **Certificate of Insurance (COI)**

Certificates of insurance acceptable to Green Valley Recreation, Inc. here and after (GVR) and its subsidiaries and evidencing the following coverage shall be filed with GVR prior to any club event on the GVR premises. The certificate along with the signed copy of this agreement is required prior to the scheduled event. Failure of GVR to identify a deficiency from certificates and forms that are provided by the Vendor shall not be construed as a waiver of the Vendors obligation to maintain such insurance.

#### **1. General Liability**

Commercial General Liability policy written on an occurrence form, insuring Bodily Injury and Property Damage with minimum limits of: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate/\$2,000,000 Products/Completed Operations Aggregate. General Liability coverage shall include a Waiver of Subrogation in favor of GVR and its subsidiaries, and others as required. General Liability coverage must be endorsed to name GVR and its subsidiaries and others as required as Additional Insured(s). The insurance afforded to the Additional Insured(s) is provided on a primary basis without right of contribution from any other insurance available to the Additional Insureds. 10-day notice of cancellation applies.

#### **2. Workers Compensation/Sole Proprietor Waiver**



*Include a COI (or ensure it is included in the COI provided) for Workers Compensation Insurance as outlined below. If vendor is a Sole Proprietor, they must complete the attached Sole Proprietor Waiver.*

Workers Compensation Insurance Statutory Limits as required by the laws of the state of AZ in which the Vendor is to perform their work, including a Waiver of Subrogation endorsement in favor of GVR and its subsidiaries. The Employer's Liability limit shall be at least the following limit: \$100,000 Each Accident Disease Policy Limit/Disease Each Employee.

## Indemnification/Hold Harmless Agreement.

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless GVR and its subsidiaries including their officers and employees and any other entities required to be indemnified by GVR from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Vendor's work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property. (2) Is caused in whole or in part by any negligent act or omission of the Vendor or any Sub-subcontractor of vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

Accepted and agreed to by Vendor:

_____	
Vendor's Full Business Name	
_____	_____
Authorized Signatory for Vendor	Date
_____	_____
GVR Club	Date of Event



## SOLE PROPRIETOR/SINGLE MEMBER LLC

**Note:** this form applies **only** to Green Valley Recreation, Inc. contractors utilizing Sole Proprietors/Single Member LLC with no employees.

I am not the employee of Green Valley Recreation, Inc. Therefore, I am not entitled to workers compensation benefits from Green Valley Recreation, Inc. I am performing work as an independent contractor for Green Valley Recreation, Inc. I am a Sole Proprietor/ Single Member LLC and I am doing business as (name of Sole Proprietor / Single Member LLC business):

\_\_\_\_\_

I understand that if I have any employees working for me, I must maintain workers compensation insurance for them.

\_\_\_\_\_

Print Name

Signature

Date

Be prepared to provide these documents to us upon request in the event of a claim or premium audit.

\_\_\_\_\_

GVR Club

Date of Event



1070 S Calle de las Casitas, Green Valley, AZ • P: 520.625.3440 F: 520.625.2352 • gvrec.org



**Waiver of Liability for**  
**Club Excursions**

I understand that during outings or activities (off GVR premises) of any and all Green Valley Recreation Inc., Clubs in which I participate under arrangements of the Club and its agents, certain risks and dangers may arise, including but not limited to the hazards of traveling in the wilderness, the forces of nature, accident and illness.

In consideration of the right to participate in these outings and the services provided for me by the Club and its agents, I have and do hereby assume the risk associated with the outings and will hold Green Valley Recreation Inc., Club, and its agents harmless from and defend them against any and all liability actions, suits, claims and demands which could arise out of the outings. This agreement shall serve as a release and assumption of risk for myself and my heirs, administrators, executors, and for all members of my family including any minors accompanying me.

\_\_\_\_\_  
Club Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
GVR#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Each member who participates in a club activity that leaves GVR property must sign a **Waiver of Liability for Club Excursions** prior to each event which the club must maintain in its permanent records.*

# Waiver for International Travel



This document constitutes a **waiver** as it relates to participation in international travel to \_\_\_\_\_ (location) planned for \_\_\_\_\_ (date) ("Trip").

Please be advised the Trip is not an endorsed event of Green Valley Recreation, Inc. (GVR) nor any GVR Club and participation is strictly voluntary by the attendee.

This Trip is to a foreign destination, so those traveling may wish to consider procuring other insurance such as accident insurance prior to departure. Additionally, members should check with their respective medical provider with regard to coverage outside of the United States in the event of a medical emergency.

By signing this waiver, you acknowledge your understanding and your agreement to hold harmless GVR, its Clubs, its employees, directors, officers, and agents from any and all liability for losses or damages arising out of or in connection with the Trip. This is a comprehensive limitation of liability that applies to all losses and damages of any kind whether in contract, negligence or other tortious action.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
GVR#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Form filed date: \_\_\_\_\_ Staff initials/notes: \_\_\_\_\_





Green Valley Recreation, Inc.

## Board of Directors Special Meeting

### Canine Club Request

**Prepared By:** Kris Zubicki, Dir. of Recreation Svcs.    **Meeting Date:** July 13, 2022

**Presented By:** Kris Zubicki, Donna Coon, BAC Chair    **Consent Agenda:** Yes

<p><b>Originating Committee/Department:</b> Recreation Department and Board Affairs Committee</p>
<p><b>Action Requested:</b> Consider approval of an application to establish a Canine Club.</p>
<p><b>Strategic Plan Focus Area:</b> Goal 2: Provide quality services and programs that effectively meet the recreational, social, and leisure education needs of our membership, allocating resources to support those programs</p>
<p><b>Background Justification:</b> The GVR Canine Club aims to be a major local resource for GVR's dog owners in supporting the interests, health, safety and wellness of dogs in general and to help them be good canine citizens of the community. This resource will be available to anyone who visits <a href="http://www.gvrcanine.org">www.gvrcanine.org</a> at no cost. As the club develops, it expects to take a significant role in advocating for dogs both within and beyond the boundaries of GVR.</p> <p>Meeting room</p> <p>Application for GVR Canine Club was approved by the Recreation Department and signed by the CEO May 6, 2022. The application has been recommended for approval by the Board Affairs Committee and is ready for consideration by the Board of Directors.</p>
<p><b>Fiscal Impact:</b> N/A</p>
<p><b>Board of Directors Options:</b> 1. Approve the request to grant club status to the GVR Canine Club. 2. Table this discussion at this time.</p>
<p><b>Staff Recommendation:</b> #1</p>
<p><b>Staff Recommended Motion:</b> Move to accept the Board Affairs Committee recommendation to approve an application to club status to the GVR Canine Club.</p>
<p><b>Attachments:</b> Canine Club Application</p>

Date: June 7, 2022  
To: Kris Zubicki, Recreation Director  
From: Kathy Edwards, GVR Club Liaison  
Subj: Application for GVR Canine Club - Overview

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### **Benefit to GVR Membership**

The GVR Canine Club aims to be a major local resource for GVR's dog owners in supporting the interests, health, safety and wellness of dogs in general and to help them be good canine citizens of the community. This resource will be available to anyone who visits [www.gvrcanine.org](http://www.gvrcanine.org) at no cost. As the club develops, it expects to take a significant role in advocating for dogs both within and beyond the boundaries of GVR.

### **Space Requirements**

Meeting room

### **Club Membership** (minimum 35 to form a club)

There are currently 47 GVR members on the membership roster. The actual names and GVR numbers are on file with the GVR Club Liaison.

### **Club Officers**

Leslie Kush, President  
Patricia Tinney, Vice President  
Barbara Wray, Secretary  
Rick Nelson, Treasurer  
Other David Messick, Tim Stewart

### **GVR Approval**

Approved by GVR Recreation Director, signed by the GVR CEO May 6, 2022.  
Application is ready for consideration by the GVR Board Affairs Committee.

### **Board Affairs**

Advise club when this will be on the agenda so they may attend the meeting to answer any questions.



# Green Valley Recreation, Inc.

## New GVR Club Application for Club Status

*Please read the FAQ and Application Instructions prior to completing this application*

This application and supporting documents must be completed in their entirety. Partial applications cannot be processed. Attach additional sheets if necessary. If you have questions, please contact the GVR Club Liaison.

- Proposed name of your club: The GVR  CANINE  Club.
- Have your interested members read the GVR Bylaws, and Corporate Policy Manual (CPM) posted on the GVR Website, including Section VIII – GVR Programs/Clubs? YES  NO
- You must have a minimum of thirty-five (35) GVR members to apply for “Club Status.” Does your group have thirty-five (35) or more interested GVR members? YES  NO
- Is the mission of your group consistent with GVR’s mission: *“To provide recreational and social opportunities to enhance the quality of our members’ lives.”*? YES  NO

Please explain below:

### Leslie’s proposed mission statement

- How will this club benefit GVR and the membership?

The GVR Canine Club aims to be a major local resource for GVR’s dog owners in supporting the interests, health, safety, and wellness of dogs in general and to help them be good canine citizens of the community. This resource will be available to anyone who visits [www.gvrcanine.org](http://www.gvrcanine.org) at no cost. As the club develops, it expects to take a significant role in advocating for dogs both within and beyond the boundaries of GVR.

- Please describe, in detail, the purpose, plan and charge of your group.

As stated in #5.

- Why is your group seeking GVR “Club Status?” Check all that apply:

- High interest in activity
- Better operation of group
- Facility space

- Tax purposes
- Insurance
- Storage



Reservation preference  
 GVR support

Need for dues  
 Other \_\_\_\_\_

8. Does your group understand that facility reservations are not guaranteed, and your meeting space may vary from year to year? YES  NO

9. What type of facility will you be requesting? (Note: Your group must be able to maintain 50% of the assigned space at all times)

Art Room  
 Large meeting room  
 Auditorium  
 Outdoor facilities  
 Dance floor

Dedicated space (such as the hobby shops)  
 Small meeting room  
 Swimming pool  
 Stage  
 Other \_\_\_\_\_

10. What days of the week will your group request to meet? (Note: Clubs are permitted two regularly scheduled activities each week)

-- GVR Canine Club's needs for meeting space will be variable and occasional.

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

11. Requests for dedicated space that only club members may use is limited and reviewed on a case-by-case basis. Do you anticipate needing dedicated space for your club in the future? YES  NO . If yes, please explain

12. Your group must be self-supporting in movable equipment, supplies, repairs and instructors through your club dues. Equipment to meet the desires of a club shall not be financially supported by GVR dues or income. GVR *does* supply basic services such as facilities, utilities, custodial/maintenance support, fixtures, tables, chairs and initial equipment basic to the activity. Is your group willing to be self-supporting? YES  NO

13. Does your group agree to leave all meeting rooms, kitchens, outdoor facilities, etc. in the condition in which you found them? YES  NO

14. Will your group need any special set-up assistance or staff services beyond room setup? If yes, please explain below. YES  NO

15. GVR clubs are open to all members of GVR and members shall not be refused admission to any GVR Club. Is your group willing to include all interested members? YES  NO

16. In the space below, please describe, in detail, any special qualifications or skills needed for your activity.



None

- 17. Is your group willing to provide orientation, instruction and training for new members if necessary? YES  NO
- 18. Does your group understand GVR's guest policy as stated in the GVR Bylaws and Corporate Policy Manual? YES  NO
- 19. Is your group willing to maintain an effective monitoring system to verify that all members attending your meetings/activities are all GVR members and eligible guests? YES  NO
- 20. Is your group willing to maintain monthly attendance records and report such to GVR? YES  NO
- 21. Are the members of your group willing to abide by GVR Bylaws, GVR Corporate Policy Manual, GVR Code of Conduct and Club Bylaws? YES  NO
- 22. Is your group willing to have at least one membership meeting a year to elect new officers, review club bylaws and report this information to GVR on an annual basis? YES  NO
- 23. Is your group willing to preserve club records for a minimum of 3 years? YES  NO
- 24. Is your group willing to furnish necessary insurance on any equipment not owned by GVR brought onto GVR premises, e.g., musical instruments, tape players, computers, radios, etc.? YES  NO
- 25. Is your group willing to submit a yearly financial statement, account balances, income, and make proper reporting to the IRS? YES  NO
- 26. Is your group willing to submit an updated membership roster, equipment inventory list, and other requested items to GVR annually? YES  NO
- 27. The current version of the GVR Corporate Policy Manual (CPM) is available on [www.gvrec.org-Governance-Governing Documents & Reports-CPM](http://www.gvrec.org-Governance-Governing Documents & Reports-CPM). Have your interested members read this document? YES  NO

**Attachments Checklist**

- GVR Club Membership Roster
- GVR Club Officers' Information
- GVR Club Bylaws
- Annual GVR Club Agreement to retain GVR "Club Status"

**Primary Contact**

Name: David Messick GVR#: 184118  
 Address: 413 W Calle de Oro, Green Valley AZ 85614  
 Phone: 520-747-3226 Email: dmessickgv@gmail.com



**2022 GVR CLUB MEMBERSHIP ROSTER  
For Year Ending December 31, 2021**

This form must be submitted to GVR Club Liaison by February 1st  
Include complete information for all club members from 2021. Club members must be GVR members or Tenants

GVR Club Name GVR Canine Club # of Club Members 47  
(as of February 1st)

Submitted by David Messick Date: 2/2/2022

GVR#	Member Name	Address	Phone	Email Address
------	-------------	---------	-------	---------------

Enter member information below or type "see attached"

(On file with GVR)



Office use only  
 \_\_\_ Reservations  
 \_\_\_ Website  
 \_\_\_ GVRNow!

## 2022 GVR CLUB OFFICERS' INFORMATION

This *fillable form* must be submitted to GVR Club Liaison by February 1<sup>st</sup>

If a change of Officers occurs during the year, immediately submit an updated form to  
 GVR Club Liaison, Kathy Edwards – [kathye@gvrec.org](mailto:kathye@gvrec.org), (520) 495-5843

**GVR CLUB NAME:** GVR Canine Club **# OF CLUB MEMBERS** 46

**SUBMITTED BY:** David Messick **DATE:** 6/3/2022

Officer	GVR #	Name	Address/Zip Code	Phone Number and Email address
<b>President</b>	235475	Leslie Kush	3826 S Via del Reyecuelo, 85622	760-989-2766 lwkmailbox@gmail.com
<b>Vice President</b>	193218	Patricia Tinney	3813 S Via de la Garzota, 85622	520-205-0820 patinney@gmail.com
<b>Secretary</b>	217654	Barbara Wray	3861 S Via del Trogon, 85622	253-459-5967 bawwa97@aol.com
<b>Treasurer</b>	179463	Rick Nelson	3901 S Via del Trogon, 85622	847-915-0672 ronban151@gmail.com
<b>Other</b>	184118 183177	David Messick Tim Stewart	413 W Calle de Oro, 85614 2001 W Via del Picamaderos	520- 747-3226/dmesssickgv@gmail.com 269-569-5323/timestewart95@gmail.com

**1. Club Members designated to make GVR Facility Reservations and sign Reservation Contracts**

Member Name: Barbara Wray Phone: 253-459-5967

Alternate Member Name: Patricia Tinney Phone: 720-205-0820

**2. Annual Dues \$ 20 (1); \$30 (househol**

**3. Date of Club Bylaws 4/4/2022**

The GVR website and GVRNow! Newsletter have an informational listing for each GVR Club. Please update the following information for your Club. With respect to privacy, have each contact sign below.

4. **Please list the contacts for this Club to be displayed on the GVR website and GVRNow! Newsletter**  
*The Club may wish to establish a club email address that is monitored by club member(s)*

\*Primary Contact Leslie Kush Phone 760-989-2766  
Email info@gvr canine.org (club email address recommended)

\*Secondary Contact Patricia Tinney Phone 720-205-0820  
Email: info@gvr canine.org (club email address recommended)

Club Website: www.gvr canine.org Club Email: info@gvr canine.org

5. **REQUIRED - Updates to GVR Website - ENTER UPDATES OR TYPE "NONE"**

*Review club listing on gvrec.org – Recreation – Clubs. Attach additional sheet if necessary.*

See Attached Bio

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\*By signing this document I give my permission to GVR to post the information on the Website as indicated in Item (4) above.

Primary Contact Signature: Leslie Kush Date: 6/3/2022

Secondary Contact Signature: Patricia Tinney Date: 6/3/2022



## **GVR CANINE CLUB BYLAWS**

### **ARTICLE I NAME**

The name of the Club shall be the “GVR Canine Club”, a non-profit organization (hereinafter known as the “Club”).

### **ARTICLE II MISSION**

The Mission of the Club shall be:

To support dog parks and other canine activities for GVR members, that encourages participants – both canine and human, to enhance physical and mental health through off-leash interactions and social connection.

### **ARTICLE III MEMBERSHIP**

1. All GVR members holding membership or tenant cards in good standing with GVR are entitled to become members and participate at any meeting or activity of the Club after completing requirements for joining as established by the Club.
2. Guests must meet the GVR definition of a guest. Guests of a member must be accompanied by that member and if 18 years of age or older, must hold a GVR guest card.
3. All members and their guests shall abide by published GVR Rules & Regulations and the GVR member Code of Conduct. Violations may jeopardize the privileges of the offending individual through GVR suspension procedures. All members and their guests are expected to abide by the rules set forth by the Club. Visitors may be subject to disciplinary action by the Club Board.

### **ARTICLE IV BOARD OF DIRECTORS**

1. The Club’s governing body shall consist of a Board of Directors composed of not less than five (5) and not more than nine (9) members in good standing. Two (2) Directors shall be elected at the Annual Meeting, for a three (3) year term. The Board shall appoint a member in good standing to fill any vacancy for the remainder of that member’s term.

2. The immediate past president of the Club may serve as a non-voting advisor for one year.
3. A Nominating Committee shall consist of each year of three (3) outgoing Directors, who shall prepare a slate of Nominees for election to the Board of Directors. They shall submit this list to the Board of Directors not less than 60 days in advance of the next Annual Meeting.
4. Directors shall not hold office for more than two consecutive terms but may be eligible for election again after a lapse of one year. Director terms shall run from February 1 through January 31.
5. A simple majority of Directors shall constitute a quorum for the transaction of business, provided due notice of the meeting has been given to all members of the Board.
6. The Board of Directors shall meet at least quarterly, or at the call of the President. Notice of meeting shall be delivered in writing, in person, by telephone, or by email. All meetings shall be valid if the President verifies that notice was given, and this is so noted in the minutes. Meetings shall be open to all members of the Club.
7. The general membership may request a special meeting of the Board of Directors by written request to the President, signed by ten (10) members in good standing, and stating the purpose of the meeting. Only business as stated in the purpose of the special meeting may be conducted at said meeting.
8. *Robert's Rules of Order for Small Boards* shall govern the meetings in all applicable cases and in which they are not inconsistent with the By Laws or any special rules of order that the Board may adopt.

9. The duties of the Board of Directors shall be to supervise the affairs of the Club, including but not limited to:
  - a. To approve instructors, schedules and guidelines for classes in cooperation with GVR.
  - b. To establish the hour and place of business meetings.
  - c. To maintain and publish records necessary for the operation of the Club.
  - d. The Board shall assign other Directors to sign checks in addition to the President, Secretary and Treasurer, as needed.
10. The Board of Directors shall, each year, arrange for a review of the Club's financial records.
11. Any Director missing more than three (3) consecutive meetings may be removed by vote of the Board of Directors.
12. The Board of Directors shall establish limits on expenditures.
13. The Board of Directors shall establish an annual budget.

## **ARTICLE V OFFICERS' DUTIES AND RESPONSIBILITIES**

### **1. PRESIDENT**

- a. The President shall preside at meetings of the members and the Board of Directors.
- b. The President shall act as a liaison between the Club and GVR.
- c. The President may assign duties for Directors.
- d. The President shall have the authority to sign checks.

### **2. VICE-PRESIDENT**

- a. In the absence of the President, the Vice-President shall preside at meetings of the members and the Board of Directors and assume the duties of the President.
- b. The Vice-President shall be responsible for the arrangement of the time and location of all meetings.
- c. The Vice-President shall be responsible for applying for and obtaining any necessary approvals from GVR, governmental agencies, etc. for any activities or events requiring such approval.

### **3. SECRETARY**

- a. The Secretary shall record all minutes of membership and Board of Directors meetings.
- b. These minutes shall be distributed to all members of the Board of Directors.
- c. The Secretary shall retain all routine correspondence and other administrative records for three years prior to the current year and retain permanent records for the life of the organization.
- d. The Secretary shall have the authority to sign checks.

### **4. TREASURER**

- a. The Treasurer shall oversee all financial procedures and functions of the Club.
- b. The Treasurer shall arrange for a bank account in an FDIC insured financial institution and shall arrange for the appropriate signatures annually.
- c. The Treasurer shall record all income and expenditures of the Club and regularly deposit monies to the Club's account. With Board approval, the Treasurer may hire a bookkeeper to maintain a journal of income and expenses and prepare such reports as required by law and by the Board.
- d. The Treasurer shall prepare annual financial reports, have records available upon request by GVR, and make available those materials necessary for the annual review.
- e. The Treasurer shall retain all financial records in accordance with legal requirements.
- f. The Treasurer may, if approved by the Board, use the services of an Assistant Treasurer.
- g. The Treasurer, Secretary, and the Club President, shall the authority to sign checks.

## **ARTICLE VI MEMBERSHIP MEETING**

1. The Annual Membership Meeting shall be held during the first quarter of the calendar year, as determined by the Board of Directors, at such time and place as convenient for the assembly of members.
2. Notice of the Annual Membership Meeting and Board candidates shall be given by the President, at least 30 days in advance, by newsletter, or email.
3. The membership shall elect three (3) members to serve a three (3) year term. Prior to voting, nominations from the floor will be accepted if the nominee is present and accepts the nomination. If there are more candidates than vacancies, a vote via paper

ballot will be taken. The President will assign two members to count the votes. In case of a tie, the President shall cast the deciding vote.

4. A quorum at all membership meetings shall consist of those present.
5. A membership meeting may be called by the membership upon request to the President. The request shall be signed by not less than 20 members in good standing of the Club, stating the purpose of the meeting.
6. *Robert's Rules of Order* shall govern all the meetings in all applicable cases and in which they are not inconsistent with the By Laws or any special rules of order the Board may adopt.

#### **ARTICLE VII DUES AND FISCAL PERIOD**

1. The fiscal year shall be the calendar year – January 1 through December 31.
2. Annual dues shall be determined by the Board of Directors.
3. Dues are due and payable for the following year, no later than February 1 of each year. Non-payment of dues shall result in cancellation of membership. If such a cancelled member pays the full annual dues within one year, that member's membership shall be renewed for that calendar year.

#### **ARTICLE VIII COMMITTEES**

1. The Board may establish regular or special committees, as the Board deems appropriate. The resolution establishing a regular or special committee shall set forth its powers and duties. At the discretion of the Board, persons serving on a regular or special committee need not be a Director.
2. The Chairperson of each regular and special committee of the Board shall be nominated by the President with the Board's approval.

3. The Chairperson of each regular and special committee designated by the Board, shall keep, or cause to be kept, minutes of meetings of such committees and shall file the minutes with the Secretary of the Club.

## ARTICLE IX AMMENDMENTS

1. Proposed amendments of the By Laws shall be submitted in writing to the Board of Directors who shall submit them to GVR for approval. When approved by GVR, the Board of Directors shall place them on the agenda for the next general or special membership meeting. Amendments to the By Laws must be approved by a majority vote of the general membership in good standing and who are in attendance at the general or special membership meeting for which notice of By Laws amendments vote has been given in advance.
2. Written copies of any proposed amendments must be made available to the membership at least one (1) month in advance of the meeting at which a vote is to be taken.

## ARTICLE X COPIES OF BY LAWS

1. A final copy of the signed, approved, amended By Laws, and all subsequent By Law amendments shall be made available to members upon request in writing and to GVR.

## ARTICLE XI DISSOLUTION

1. Upon dissolution of the Club, any assets after all bills have been paid, shall be transferred to GVR.

President: Leslie Kush dotloop verified  
04/04/22 8:00 AM MST  
4CF3-MDE6-UYNG-UBRZ Date: \_\_\_\_\_

Name: Leslie Kush

Approved by GVR:  Date: 5/4/22

Name: SCOTT SOMERS



## 2022 Annual GVR Club Agreement to retain GVR "Club Status"

### ***GVR Mission Statement***

***"To provide excellent facilities and services that create opportunities for recreation, social activities and leisure education to enhance the quality of our members' lives."***

We, the Green Valley Recreation, Inc. (GVR) \_\_\_\_\_ GVR Canine \_\_\_\_\_ Club understand that our group is subject to GVR rules and regulations in order to retain our GVR "Club Status" that includes the following benefits:

- Use of GVR logo and trademarks;
- Priority facility reservations and meeting space at no charge;
- Liability insurance coverage at no cost to Club for GVR-sponsored Club events on GVR premises (GVR Club members, qualified guests and volunteers only);
- Use of basic utilities at no charge (e.g., electric; gas; water);
- Custodial and maintenance services;
- Essential equipment and/or material storage on a space available basis.

In exchange for aforementioned benefits of having GVR Club Status, the Club agrees to the following Terms and Conditions:

1. Club agrees to indemnify and hold harmless GVR.
2. Club is required to include either "Green Valley Recreation, Inc." or "GVR" in their Club name.
3. Club is required to use the official GVR logo and color palette provided by GVR in all Club promotional items, printed materials, banners, flyers and advertisements.
4. Verify that all GVR Club members are GVR 'Members in Good Standing' as defined by GVR Bylaws.
5. Offer Club membership to all GVR 'Members in Good Standing' who shall be entitled to participate in any meeting or activity.
6. At their sole discretion, Clubs may grant occasional guest privileges as long as each guest qualifies in accordance with GVR Bylaws and policies.
7. Execute an effective monitoring system to ensure that only GVR members and eligible GVR guests are in attendance at Club meetings and activities.

8. Maintain at least twenty-five (25) active GVR members in the Club to retain "Club Status"; if Club membership falls below the twenty-five (25) active member minimum, the Club must increase its membership or GVR may release "Club Status."
9. At GVR's sole discretion, GVR may consolidate the Club into another group if it is determined that there is a fifty-percent (50%) or more crossover in membership with other GVR clubs.
10. Utilize at least fifty percent (50%) of assigned Club space at all times. GVR has the option of reassigning the Club to another facility, combining the Club with another of similar interest, or releasing the Club from "Club Status", if deemed appropriate.
11. Facility meeting space may limit participation in club activities.
12. If the Club determines that advanced skills or special qualifications may limit who may join the Club, orientation, training, and instruction must be offered to new Club members.
13. Grant GVR the right to communicate information to Club members via U.S. Postal Service, email, or other means. *[Note: GVR does not sell or otherwise share its mailing lists with third-parties].*
14. Not affiliate with any national, state, or regional organization that requires GVR members to join.
15. Club members are permitted to bring alcoholic beverages (BYOB) for Club functions onto GVR property, provided that Club obtains prior written approval from GVR at the time a facility Reservation Agreement is signed.
16. Club may not sell alcohol on GVR premises without a state-issued liquor permit.
17. Ceramics, Clay Studio, and Lapidary classes offered through the GVR Course Catalog are reserved exclusively for GVR members.
18. Clubs may not grant Honorary Club membership or the equivalent to a non-GVR member.
19. Furnish necessary insurance on any personal equipment or personal items brought to or stored on GVR premises (e.g., musical instruments, sound systems, computers, radios, etc.).
20. Operate under an IRC 501(c) 4 nonprofit tax status registered with the Internal Revenue Service (IRS).
21. Obtain an IRS Employer Identification Number (EIN) and provide the number to GVR Club Liaison.
22. Be responsible for any local, state, or federal taxes incurred because of Club activities.



23. Maintain a bookkeeping system recording all income and expenses, and retain receipts for expenditures for at least seven (7) years.
24. Preserve all Club correspondence and meeting minutes for a period of no less than four (4) years.
25. Be financially self-supporting to provide movable equipment and operating supplies unique to the Club, as well as repair and replacement of such equipment at the Club's expense.
26. The Club accepts that all equipment purchased by the Club or provided by GVR is the property of GVR, whether original equipment, replacement of original equipment, or new and additional equipment.
  - a. Equipment includes, but is not limited to, machines, computers, furniture, machine tools, building fixtures, building improvements, carpeting, and kilns.
  - b. The Club may not lend or borrow any equipment or supplies that are GVR property.
  - c. The initial purchase of specialized equipment will be provided by Club.
27. Club will obtain GVR approval before installation of any equipment or any rearrangement of equipment that may affect floors, walls, air conditioning, electrical equipment, or additional consumption of gas and electricity. Costs incurred for installation or relocation of equipment provided by the Club will be charged to the Club.
28. The Club understands GVR will provide essential storage for GVR Clubs at no cost, on a space-available basis only.
  - a. Only storage of items critical to ongoing Club needs only is permitted.
  - b. Storage of perishable foods, liquor, and highly flammable material is prohibited.
  - c. GVR is not responsible for any loss or damage to personal items stored on GVR property.
29. The Club understands and agrees that GVR facility space is based on space availability and is not guaranteed each year.
  - a. The Club will designate two (2) club members to schedule Club facility space reservations. Facility reservations requested by unauthorized Club members will not be granted.
  - b. A Club's regularly scheduled reservations will be confirmed by GVR Reservations Coordinator by November 1<sup>st</sup> for the following year.
  - c. A signed copy of the Club's regularly scheduled reservations must be returned to the GVR Facility Reservations Coordinator within two (2) weeks of receipt by the Club President.
30. Club Directors & Officers (D&O) Insurance is NOT provided by GVR as stated in the GVR Corporate Policy Manual. Each club must determine if this is needed and purchase it from a commercial insurance broker.

31. Club must obtain proof of insurance from Vendors. Whenever a payment is made to any company, small business owner, or individual for an event at which they are contracted to work, they are considered a Vendor. Examples: DJ, Entertainer, Decorator (see attached samples).
32. Club is responsible for obtaining signed Waivers of Liability from GVR club members for each club activity that leaves GVR property (see attached samples).
33. Club must comply with insurance requirements in the GVR Corporate Policy Manual, available on [www.gvrec.org](http://www.gvrec.org) – *Governing Documents*
34. **No later than February 1** each year, the Club agrees to submit the following documents to GVR:
  - a. A comprehensive Club Membership Roster. The Club Membership Roster shall include: name, street/ mailing address, email address, and GVR membership number for each Club member;
  - b. An annual financial statement indicating cash on-hand;
  - c. A list of Club Officers for the current calendar year;
  - d. An equipment/storage inventory list.
35. **No later than April 15** each year, the Club agrees to submit the following document to GVR: A copy of IRS Form 990-N e-Postcard or 990 EZ form as required, submitted to the IRS by the Club for the previous calendar year.

The Club President, Officers, and Board of Directors have read and understand this Agreement to retain its "Club Status" and acknowledge that failure to comply with the aforementioned GVR Terms and Conditions risks revocation of its "Club Status".

**Signatures**

Leslie Kush dotloop verified  
04/15/22 8:31 AM MST  
IRCH-TIWO-FJLF-5BFU

Club President Signature

\_\_\_\_\_ Date

Leslie Kush

Club President – Printed Name

[Signature]

GVR Representative Signature

\_\_\_\_\_ Date

4/18/2022

KATHY EDWARDS

GVR Representative – Printed Name



## 2022 GVR Club Compliance Form Smoke Free Arizona

GVR facilities are compliant with the Smoke-Free Arizona Act (ARS§36-601.01) that became Arizona State law on May 1, 2007, as detailed in Section VIII – GVR PROGRAMS & CLUBS.

GVR clubs are responsible for reading, understanding and enforcing the Smoke-Free Arizona Act, when meeting in GVR facilities.

Please inform Club members and guests if they are smoking in a non-smoking area by politely requesting that they put it out and go at least 20 feet away from the entrance and smoke in designated areas only.

Club Members and their guests should not move or relocate ashtrays. Clubs should educate all club members about the requirements of the Law (club meetings, posters, pamphlets, etc.) and what is expected of them.

If a violation is discovered and corrective action is not taken, which results in GVR being assessed a fine, the Club may be responsible for payment of the fine, and cancellation of the Clubs room reservations.

### Vaping-Free Zone at Facilities

1. GVR prohibits vaping in all non-smoking areas, including enclosed areas and areas within 20 feet of all entrances and windows. Vaping is prohibited in all indoor facility areas, pool areas and in all GVR vehicles.
2. Vaping will be allowed in designated outdoor areas and wherever smoking is allowed.

It is the Club’s responsibility to read, understand and enforce the procedures listed above.

I have read and will comply with the above.

### Signatures

<i>Leslie Kish</i>	dotloop verified 04/15/22 8:31 AM MST QH5A-HKCV-HLZC-SCQA
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Club President Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Club President – Printed Name



## Green Valley Recreation, Inc. (GVR) Insurance Overview – GVR Clubs

### Vendor’s Insurance

#### Definition

Whenever **payment is made** to any company, small business owner or individual for an event at which they are contracted to work, they are considered a **Vendor**.

*Examples: DJ, Entertainer, Decorator.*

- **Vendors** must provide their own liability insurance coverage for club events.
- **Vendors** must also provide liquor liability insurance coverage if alcohol is served.
- **Vendors** are EXCLUDED from GVR Liability Insurance.
- **Vendors** CANNOT BE ADDED to the GVR Liability Policy.

#### Summary of Requirements – Every Vendor (except GVR Approved Caterers)

Sole Proprietor	Company
Vendor Agreement	Vendor Agreement
COI Liability	COI Liability
Sole Proprietor Waiver	COI Worker’s Comp

1. Complete and Sign *Green Valley Recreation, Inc. and its Subsidiaries Vendor Agreement for Insurance and Indemnity for Club Sponsored Events* (copy attached)
2. Certificates of Insurance must be approved by Green Valley Recreation, Inc./ Insurance Broker
3. Sole Proprietor Waiver or COI with Worker’s Comp
4. Submit Items above at least one (1) month in advance of club event to GVR Club Liaison.
5. Approval by GVR Recreation Director/Insurance Broker within 2-4 business days.

*Note: Companies that appear on the **GVR-Approved Caterer’s list** on the GVR Website have already provided the required insurance document to GVR, so Clubs do not need to request any insurance information.*

### GVR Club Directors & Officers Insurance “D&O Insurance”

#### Definition

Decisions related to Club and Fiduciary responsibilities of a GVR Club Board of Directors and Officers.

#### Who is Covered

Club Directors and Officers, if purchased by the Club from a Commercial Insurance Broker.

### GVR Club Waivers of Liability for Club Excursions and International Travel

#### Definition

- Club is responsible for obtaining signed Waivers of Liability from GVR club members for each club activity that leaves GVR property.
- Club shall retrieve the current form from the GVR website – Recreation – Clubs – Documents for each activity.
- Club shall retain all waivers in the permanent club records.

#### Who is Covered

Participants acknowledge they assume all risk associated with outings.

 dotloop verified  
04/15/22 8:31 AM MST  
ZRVK-KTID-NRNJ-QVWB

Club President Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Club President – Printed Name

# Vendor Agreement for Insurance and Indemnity for Club Sponsored Events

## Insurance

### **Certificate of Insurance (COI)**

Certificates of insurance acceptable to Green Valley Recreation, Inc. here and after (GVR) and its subsidiaries and evidencing the following coverage shall be filed with GVR prior to any club event on the GVR premises. The certificate along with the signed copy of this agreement is required prior to the scheduled event. Failure of GVR to identify a deficiency from certificates and forms that are provided by the Vendor shall not be construed as a waiver of the Vendors obligation to maintain such insurance.

#### **1. General Liability**

Commercial General Liability policy written on an occurrence form, insuring Bodily Injury and Property Damage with minimum limits of: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate/\$2,000,000 Products/Completed Operations Aggregate. General Liability coverage shall include a Waiver of Subrogation in favor of GVR and its subsidiaries, and others as required. General Liability coverage must be endorsed to name GVR and its subsidiaries and others as required as Additional Insured(s). The insurance afforded to the Additional Insured(s) is provided on a primary basis without right of contribution from any other insurance available to the Additional Insureds. 10-day notice of cancellation applies.

#### **2. Workers Compensation/Sole Proprietor Waiver**



*Include a COI (or ensure it is included in the COI provided) for Workers Compensation Insurance as outlined below. If vendor is a Sole Proprietor, they must complete the attached **Sole Proprietor Waiver**.*

Workers Compensation Insurance Statutory Limits as required by the laws of the state of AZ in which the Vendor is to perform their work, including a Waiver of Subrogation endorsement in favor of GVR and its subsidiaries. The Employer's Liability limit shall be at least the following limit: \$100,000 Each Accident Disease Policy Limit/Disease Each Employee.

## Indemnification/Hold Harmless Agreement.

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless GVR and its subsidiaries including their officers and employees and any other entities required to be indemnified by GVR from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Vendors work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property. (2) Is caused in whole or in part by any negligent act or omission of the Vendor or any Sub-subcontractor of vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

Accepted and agreed to by Vendor:

Vendor's Full Business Name	
Authorized Signatory for Vendor	Date
GVR Club	Date of Event



## SOLE PROPRIETOR/SINGLE MEMBER LLC

**Note:** this form applies **only** to Green Valley Recreation, Inc. contractors utilizing Sole Proprietors/Single Member LLC with no employees.

I am not the employee of Green Valley Recreation, Inc. Therefore, I am not entitled to workers compensation benefits from Green Valley Recreation, Inc. I am performing work as an independent contractor for Green Valley Recreation, Inc. I am a Sole Proprietor/ Single Member LLC and I am doing business as (name of Sole Proprietor / Single Member LLC business):

I understand that if I have any employees working for me, I must maintain workers compensation insurance for them.

\_\_\_\_\_

Print Name	Signature	Date
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Be prepared to provide these documents to us upon request in the event of a claim or premium audit.

\_\_\_\_\_

GVR Club	Date of Event
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1070 S Calle de las Casitas, Green Valley, AZ • P: 520.625.3440 F: 520.625.2352 • [gvrec.org](http://gvrec.org)



## Waiver of Liability for Club Excursions

I understand that during outings or activities (off GVR premises) of any and all Green Valley Recreation Inc., Clubs in which I participate under arrangements of the Club and its agents, certain risks and dangers may arise, including but not limited to the hazards of traveling in the wilderness, the forces of nature, accident and illness.

In consideration of the right to participate in these outings and the services provided for me by the Club and its agents, I have and do hereby assume the risk associated with the outings and will hold Green Valley Recreation Inc., Club, and its agents harmless from and defend them against any and all liability actions, suits, claims and demands which could arise out of the outings. This agreement shall serve as a release and assumption of risk for myself and my heirs, administrators, executors, and for all members of my family including any minors accompanying me.

\_\_\_\_\_  
Club Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
GVR#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Each member who participates in a club activity that leaves GVR property must sign a **Waiver of Liability for Club Excursions** prior to each event which the club must maintain in its permanent records.*





## Waiver for International Travel

This document constitutes a **waiver** as it relates to participation in international travel to \_\_\_\_\_ (location) planned for \_\_\_\_\_ (date) ("Trip").

Please be advised the Trip is not an endorsed event of Green Valley Recreation, Inc. (GVR) nor any GVR Club and participation is strictly voluntary by the attendee.

This Trip is to a foreign destination, so those traveling may wish to consider procuring other insurance such as accident insurance prior to departure. Additionally, members should check with their respective medical provider with regard to coverage outside of the United States in the event of a medical emergency.

By signing this waiver, you acknowledge your understanding and your agreement to hold harmless GVR, its Clubs, its employees, directors, officers, and agents from any and all liability for losses or damages arising out of or in connection with the Trip. This is a comprehensive limitation of liability that applies to all losses and damages of any kind whether in contract, negligence or other tortious action.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
GVR#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Form filed date: \_\_\_\_\_ Staff initials/notes: \_\_\_\_\_



Green Valley Recreation, Inc.

## Board of Directors Special Meeting

### Naming the Del Sol Clubhouse

**Prepared By:** Natalie Whitman,  
Communication Manager

**Meeting Date:** July 13, 2022

**Presented By:** Natalie Whitman

**Consent Agenda:** Yes

<p><b>Originating Committee / Department:</b> Communications</p>
<p><b>Action Requested:</b> Approve the GVR member-selected name <i>Del Sol Clubhouse</i> for the new facility at the corner of Camino Urbano and Camino Del Sol</p>
<p><b>Strategic Plan:</b> Goal 3: Promote increased involvement of members in GVR</p>
<p><b>Background Justification:</b> The new facility has been referred to as the Canoa Hills Clubhouse throughout the purchase and renovation process.</p> <p>A two-part survey was conducted in order to name the new facility.</p> <p>In the first phase, members were invited to submit name suggestions. Four people responded via the hotline and 335 responded via the survey tool for a total of 339 respondents who offered 412 total suggestions. Of those suggestions, several were repeated. The three most-often repeated suggestions were then presented to the members in the second part of the survey.</p> <p>The second survey gleaned 900 responses via Survey Monkey and seven via the hotline. The following three names were ranked by respondents, with the results included below:</p> <p>The Clubhouse: 111 votes for top rank Mountain View Center: 332 votes for top rank <b>Del Sol Clubhouse: 416 votes for top rank</b></p>
<p><b>Fiscal Impact:</b> None</p>
<p><b>Board Options:</b></p> <ol style="list-style-type: none"> <li>1. Approve the GVR member-selected name <i>Del Sol Clubhouse</i> for the new facility.</li> <li>2. Select a different name.</li> </ol>
<p><b>Staff Recommendation:</b> Option #1</p>
<p><b>Recommended Motion:</b> <i>Move to approve the GVR member-selected name Del Sol Clubhouse for the new facility.</i></p>



Green Valley Recreation, Inc.

## Board of Directors Special Meeting

### Auditing Firm

**Prepared By:** David Webster, CFO

**Meeting Date:** July 13, 2022

**Presented By:** Nancy Austin, Audit Chair

**Consent Agenda:** No

#### Originating Committee / Department:

Audit Committee and Finance Department

#### Action Requested:

Hire the Audit Firm recommended by the Audit Committee for preparation of yearly financial statements and related filings for a three-year period beginning with the 2022 fiscal year ending December 31, 2022. **The Audit Firm will be announced at the Board Meeting.**

#### Strategic Plan:

Goal 4: Cultivate and maintain a sound financial base that generates good value for our members.

#### Background Justification:

Green Valley Recreation is required to have an annual audit in accordance with the Bylaws Article VIII Section 2. Special Committees, Part B. Audit Committee “The financial records of the Corporation shall be audited following the close of each fiscal year by an independent auditing firm.” The Audit Committee issued a request for proposals (RFP) for Auditing services. The Audit Committee interviewed three firms that had submitted proposals.

#### Fiscal Impact:

The proposal received from the accepted audit firm is for the amount of \$28,250 for the first year.

#### Board Options:

1. Accept the recommendation of the Audit Committee by contracting with the independent audit firm announced at the Board Meeting.
2. Do not accept the recommendation.
3. Table this decision at this time.

#### Staff Recommendation:

Option #1

#### Recommended Motion:

*Move to accept the recommendation of the Audit Committee by contracting with the independent audit firm **to be announced at the Board Meeting** for the initial amount of \$28,250 for preparation of yearly financial statements and related filings for a three-year period beginning with the 2022 fiscal year ending December 31, 2022.*

#### Attachments:

- 1) Auditor Acceptance Letter

July 8, 2022

CPAs

**FIRM NAME TO BE ANNOUNCED AT BOARD MEETING**

Dear \_\_\_\_\_ :

We are pleased to inform you that Green Valley Recreation, Inc. has accepted your proposal for the preparation of Audit and related Tax filings for the three-year period beginning with the 2022 fiscal year ending December 31, 2022.

It is our understanding that the audit of the financial statements of Green Valley Recreation, Inc., which comprise the statement of financial position as of December 31, the related statements of activities, functional expenses and cash flows for the year then ended and the disclosures (collectively, the “financial statements”). The financial statements will be presented in accordance with generally accepted accounting standards (GAAP). Furthermore, the audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS).

In addition to the annual financial statement audit, GVR requires preparation of a Management letter, IRS form 990, and a presentation of the annual audit at our GVR General Meeting for members on the last Wednesday of March.

We look forward to a partnership with your organization as not only an auditor and tax advisor but as a resource for accounting and general financial and management purposes.

Sincerely,

Nancy Austin,  
Member, GVR Board of Directors  
Chair, Audit Committee



Green Valley Recreation, Inc.

## Board of Directors Special Meeting

### Website Design Contract

**Prepared By:** Natalie Whitman,  
Communication Manager

**Meeting Date:** July 13, 2022

**Presented By:** Natalie Whitman

**Consent Agenda:** No

#### Originating Committee / Department:

Communications

#### Action Requested:

Award a contract to Single Focus Web for website design and development and one year of support and staff training.

#### Strategic Plan:

Goal 3: *Promote increased involvement of members in GVR*

#### Background Justification:

GVR's website has been slated for replacement for several years. It is difficult to navigate, provides limited flexibility for information re-organization, includes no disability accommodations, and is aesthetically under par. Its usefulness in serving current and prospective members is inadequate.

In May 2022 GVR invited eight select Tucson area firms to submit proposals for website design and development. Four responded and three submitted proposals.

**CS Designs** submitted an incomplete proposal of \$22,500 for up to 40 pages of web design and development, with emphasis on a strong marketing platform. This firm was interviewed over the phone but was not selected for an in-person interview.

**Single Focus Web** submitted a proposal of \$12,800 for website design and development, or \$15,360 for web design and development and one year of ongoing support and staff training. The website they propose to build will meet GVR's specifications and include:

- A flexible design manageable by any staffer who completes minimal training
- Prominent events calendar
- Improved navigation paths using visual aids and images
- Password-protected pages for Board-only access
- Features designed to support the navigation needs of folks with visual impairments

**26 Point 2 Designs** submitted a proposal of \$5,750 for webpage template design. This was a significant abbreviation of the scope requested. This firm was not interviewed.

Staff is recommending the Board award a contract to Single Focus Web for the following reasons:

Single Focus Web’s owner, Cecily Urizar-Faught, provided an excellent interview that demonstrated her understanding of the needs of board-governed non-profits, and the unique needs of GVR. Single Focus Web recently designed a website for the [Jewish Community Center](#) in Tucson—a dynamic organization offering many similar recreation and enrichment programs as GVR.

Single Focus Web is offering a full year of services to GVR. The first six months or so would be devoted to design and development. After launching the new site, they will provide support and staff training for the remainder of the one-year term. They described tools and approaches that will make it easy for any staff member to learn to manage website content (including a custom manual), building redundancy of critical skills that are limited on GVR’s current team.

**Fiscal Impact:**

This project was budgeted for in the FY2022 Budget.

**Board Options:**

1. Award a contract to Single Focus Web in the amount of \$15,360 for website design and development, and one year of ongoing support and staff training.
2. Award a contract to Single Focus Web for website design and development only in the amount of \$12,800.
3. Direct staff to continue seeking web design firms.

**Staff Recommendation:**

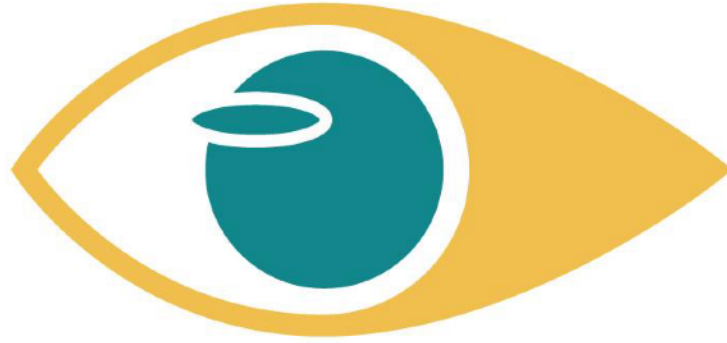
Option #1

**Recommended Motion:**

*Move to award a contract to Single Focus Web in the amount of \$15,360 to replace the current GVR website, and provide staff training and support for one year.*

**Attachments:**

Single Focus Web proposal  
Single Focus Web Contract (With Insurance Provisions still be reviewed)



# SINGLE FOCUS WEB.COM

## Website Work Proposal:



Cecily Urizar-Faught  
[cecily@singlefocusweb.com](mailto:cecily@singlefocusweb.com)  
520.245.5819

# Quick Read

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## Option 1- Site Redesign

**Estimated budget: \$12,800**

(Estimated timeframe is 6-8 months, around 190 total hours)

Single Focus Web will create a vibrant new WordPress site for Green Valley Recreation which GVR staff will be able to easily manage and add to without outside assistance. Beginning with the discovery period, we will take you through a complete redesign process which will help to determine and implement an ideal online strategy for the GVR. We will customize an add-on called Elementor to ensure that you can fully edit everything on the site without knowing any coding or complicated development. A comprehensive training and a custom training manual will be provided to you at launch.

The site will be fully mobile responsive, easy for users to navigate, and extremely helpful to both the various audiences it serves as well as to your organizational staff. We can dramatically improve your SEO ranking by using best practices while building the new site. We can include integration with your current CRM, Active Net, or help you choose and implement another CRM if it will serve you better. Either way we will create custom templates to ensure the 3rd party code looks and functions exactly as you'd like inside the new site. Additionally we will help you implement any additional functionality that we find, during our discovery process, will benefit your varied audiences of prospective members, class attendees, gym goers and more.

## Option 2- Site Redesign and Maintenance

**Estimated budget: \$1,280/month**

(Minimum 1 year contract)

Single Focus Web, with your help, will spend the first months (likely 6-7) of the year building you a beautiful WordPress site created to fit Green Valley Recreation's varied needs. After launch of the new site, we will spend up to 12 hours a month on training, maintenance and additional development for your online presence. This means we will be there to tweak any new functionality we've built *after* you've had the chance to use it a while. We can also handle any new items and updates you'd like us to take care of during this time. Many clients use this period for additional training and strategy work for their staff. We can use this time to dive deeper into how you create new content, security best practices, even Google Analytics reporting.

Contract can be revised and renewed for future years or the GVR can take over the maintenance of the site at the end of the year contract. We will provide complete training and a custom manual either way.



# Overview

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We are excited to present the following proposal to update GVR's online presence! We can see your impact on the community and we would be honored to help with your website. In the upcoming pages, we outline how we can help you utilize best practices in design, user experience and Open Source development to create the ideal web landscape for the families you serve, your local community of supporters, and your organizational mission.

## **Working together**

Although GVR's website is currently serving a handful of its purposes well, a more planned, user-friendly and dynamic WordPress theme would catapult the site into a well-loved tool that is equally useful and satisfying to the organization's staff, as to the various audience members it attracts. We are proposing to keep your new site in WordPress, currently the number 1 Open Source Content Management System(CMS) for websites in the world. The fact that your current site is a WordPress site and that you are already quite familiar with WordPress will be an asset. We would like to create for you a completely new site customizing a new, dynamic theme and including a tool called Elementor which extends the WordPress page building functionality dramatically. We will end up with a site that is editable in every way by staff without knowing any code or needing to use any additional software. Your pages will be devoid of rigid templates and you will be able to add, remove and move items freely- including on your homepage (Google's favorite place for you to have changing content). Single Focus Web will evaluate your current class registration and membership functionality and create new templates for using Active Net (or another CRM of your choosing) in the new site which will ensure it looks and functions as you'd want it to. We want the site to work with you to engage community interest and support. We will guide you through the process of user experience modeling with wireframes to determine the ideal navigation, functionality and layout to benefit the GVR audience's unique goals and needs. We will also be proposing some additional web strategy and ways to connect with your varied audiences throughout this proposal.

At Single Focus Web we have an intimate knowledge of WordPress, the Open Source CMS we are proposing to build your new site on. Our experience with WordPress will allow us to work swiftly to make a strong, secure, mobile-phone-friendly and beautiful site for Green Valley Recreation. We'd like to explore additions of functionality such as a password protected area for governance volunteers. We can give you more interactive contact forms and document archive and search functionality which will be easy for users to find and use. We can highlight classes, events and community partners in meaningful (and easily changeable) ways, further building the bond between GVR and your community.

## **Summary**

Single Focus Web has over a decade of experience designing and developing sites for organizations like yours. Most recently we have created a new site for the Tucson Jewish Community Center in 2020. We

firmly believe we can guide you through the process in a way that will be refreshingly pleasant for you and your organization and will result in a spectacular end product!

## Project Descriptions

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### **A New site for Green Valley Recreation, Inc.:**

For the new site we'd like to take you through a complete agile-adjacent web development process. This will allow us to build you a new website which will affirmatively answer the following questions.

1. Does the new site positively reflect GVR's mission and messaging?
2. Does the new functionality reflect your various audiences' needs and anticipate them where possible?
3. Does the new site reflect GVR's current strategy, and utilize best web design practices to achieve the goals of the organization and those it serves?

We will hold a detailed discovery meeting and investigative period to determine what functionality is currently in use on your site and what would be best utilized to optimize the user's experience going forward.

Currently, on your site, there are some defined pathways for the audiences you are speaking to, but they frequently get jumbled and confusing. By mapping out who our target audiences are (neighbors interested in memberships, members attending classes, volunteers, community partners, etc.) we can better identify what they will be looking for on the site and lead them intuitively in the direction best suited to them. By creating more clearly defined pathways for your divergent audiences, we can clear away some of the confusion and create meaningful interactions with users.

We will use user experience modeling to design a new site menu and home page layout and ensure we have properly taken into account any available site traffic data and user experience models that are already in play.

We will help get people interacting more regularly with your site as well as your wider online presence. You have already taken your message to social media via Facebook and Youtube, which is wonderful. The new site will be a powerful tool in utilizing social media as well. We can add and customize share buttons around the site, allowing your reach to grow as your supporters share to their social circles. Yes, your audiences tend to be older, but social media is showing heavy usage by older age groups at this moment in time. Especially Facebook.

We will also create more user-friendly forms and tools to allow your audiences to interact with the site where appropriate. You will have the customized tools to add more forms and interactions on your own as well. We can do whatever necessary to ensure the security of more sensitive forms as we walk you through the process. Action Net (or an alternate CRM) registration forms can be streamlined into the pathways so a user does not have to interact with multiple systems.

We will employ and customize a tool for you called 'Elementor' which will allow your organization to update the site in its entirety. You will have the ability to easily create buttons, forms, columns, photo galleries, and many other content pieces that will allow for a more interactive and compelling site well into the future. I frequently refer to this as "WordPress on Fire" because it really brings your site and what you can do with it to a new level.

Single Focus Web will build out your Elementor tool so that it has all the default styles of your site. A good example of this is if you wanted to add an interactive button with custom text. You will easily be able to choose from several buttons to add that will each follow the color, font and style choices already in use in your custom theme. Want to change the color or font anyway? You will still be able to easily change the default settings for each item at your whim.

All of the Elementor abilities I give you will automatically be mobile responsive and will look great on a desktop, tablet or phone.

We will create a look for the new website that marries intuitive usability with a vibrant, modern style appropriate to your audience. This will help Green Valley Recreation continue to grow with a branded and strong web presence backing up and lending credence to the work you do.

# The Redesign Process

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## DISCOVERY AND STRATEGY SESSION

This phase is a fact finding mission. With your help we will pour over your current site, tastes, competitors and the various audiences you have to determine the best course to build the strongest web presence possible. Using best practices as a guide we will craft a battle plan and timeline customized just for you.

## SITE MENU CREATION AND INFORMATION ARCHITECTURE

Based on our strategy for best marketing your content we will craft a new sitemap and structure for your new site. We will ensure content is both readily find-able and audience specific and we will help you clean house based on our objective evaluations and best practices.

## WIREFRAMES AND FUNCTIONALITY REVIEW

Here is where it starts to get exciting! We will create a set of wireframes to map out functionality and prime user experience on your new theme. Wires allow us to ensure we have all needed items entrenched in the design before we start building. Wires are the fast track to great user experience.

## BACK-END DEVELOPMENT & FUNCTIONALITY

At this step in the project, Single Focus Web will install the latest version of WordPress on our development server and begin the complex process of configuring them to meet your specific needs. (Only when finished, will your site will be migrated to its "live" location.)

During this phase, we will implement the features of your website, including:

- We will configure the WordPress administration interface to be user-friendly for your team.
- Establish the menu and page tree configuration, as designated by the information architecture documentation.
- Set up both custom and contributed plugins for functionality like Search Engine Optimization, social sharing, rotators/slideshows, image & media asset management, third-party (e.g. YouTube, Vimeo) video integration, WYSIWYG editor for easy text management, custom breadcrumbs, easy media and file uploads, and commenting.
- Add a site search, Google Translate functionality (if wanted) and Google Analytics.
- Install essential modules that decrease page load time, bolster security, and ease maintenance.

We build our sites using the highest and most modern standards in HTML and CSS to ensure your site will perform consistently in all modern browsers, including recent versions of Firefox, Safari, Chrome and Internet Explorer 9 and above. (Our sites usually look and work okay in IE 8 and below but we no longer target and test against those by default; by request we can budget additional time to assure

compatibility but this is no longer recommended). We keep up-to-date with browser and software development trends.

## **TEMPLATE DEPLOYMENT AND DESIGN**

Using WordPress, we will customize a beautiful theme template just for you. This theme will be built using the skeleton of a strong template we know works well and utilizes best practices in many areas. We will engage with the previously made wireframes and information architecture to build you a modern site. Your new site will adhere strictly to best industry standards while building audience loyalty and winning over new audiences with clean design and ease of use. Prepare to be bowled over.

## **RESPONSIVE CODING AND MOBILE OPTIMIZATION**

Ever visited a site on your phone and found it hard to read or navigate to what you wanted? Using analytics from your previous site we can discover the percentage of your audience using mobile devices to view your site. This is usually 30% or more of your site visitors. Many older users are “phone-only” at this point. We build to the highest standards of content-specific mobile coding and test extensively on all modern devices.

## **CONTENT MIGRATION**

Content can be from your old site or newly created and can contain unlimited text, images, videos, forms, nifty slideshows... whatever will make your site spectacular, we will put on there! We will migrate the current pages/items of content from the old site and your organization will be fully trained on adding additional items as well as editing in the future. If you have a lot of manual migration necessary, we will migrate up to 100 pages/items of content manually and then train your organization on any additional manual migration necessary.

## **SITE TESTING AND QA**

We are going to check out your new site on all modern browsers and devices looking for any bugs or things that look funky. We will also unveil the site to you at this point allowing you to test for yourselves and tweak anything that isn't perfect yet. During this phase we will have two full rounds of revisions, ensuring we get a site you love before we go live.

## **CUSTOMIZED TRAINING AND MANUAL\***

One of the best parts of working with us is training with us! We will train any or all of your team to be able to make changes and optimize your new site as you move forward\*. This 2 hour training will ensure you can make not only text changes but much more complex additions such as interactive forms and parallax images! We build in a special tool called Elementor that will allow you to do these things easily knowing zero code. Prepare to impress friends and family with ease!

\*For Option 2 training can happen anytime during the contract. There will be no additional charge at that time for training.

## WEBSITE LAUNCH!

We will move the new site and the new functionality to live only once you are completely happy with everything.

### **Post-launch maintenance & support**

We stand by the work we do, and we will never disappear after we have launched a new site or a maintenance contract has ended. While we don't anticipate any problems with our code, if your website has problems or breaks as a result of our code, we will fix it, always and at no charge to you.

If your site has problems that are a result of your host, or another third party, we may also offer our services to help, but at our regular maintenance rate of \$150 an hour. Alternatively we do offer maintenance retainer contracts after clients have finished a build contract with us.

If you just need a web developer to answer a question or ask for advice once your sites are up? Please consider us your friends to call for web questions, always. We will never charge you for contacting us and are always happy to chat.

# Budget

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## The Single Focus Web difference

Unlike most web shops, we don't charge hourly for site building projects. We simply give you an estimate on the length of time we believe the project will realistically take us. We have an advantage in doing this as it is much easier to estimate when you only take a few projects at a time.

This way we don't have to compromise to fit the estimate and neither do you. Agile development means we use what's best for your organization no matter what. We are not locked into the specifics of your estimated hours or scope. Instead we write your proposal based solely on the functionality you are looking for, not the hours for one particular solution.

## Option 1:

Creation of a new WordPress site with customized theme for Green Valley Recreation, Inc.*	\$12,800
Implementation of Active Net or another CRM for online memberships and class registrations	Included
Search engine optimization on every page and all content.	Included
Backend interface which guides staff with default best practices and design conventions.	Included
Best practice security plugin and weekly automatic backups.	Included
<b>Total</b>	<b>\$12,800</b>

\*Estimated hours are around 190. We only tell you this for comparisons to other web shop proposals you may be considering. We will not bill you hourly for this project.

## Option 2:

Creation of a new WordPress site with customized theme for Green Valley Recreation, Inc.	Included
Up to 12 hours of training and maintenance work after launch of new site.*	\$1,280/month
Implementation of Active Net or another CRM for online memberships and class registrations	Included
Search engine optimization on every page and all content.	Included
Backend interface which guides staff with default best practices and design conventions.	Included
Best practice security plugin and weekly automatic backups.	Included
<b>Total</b>	<b>\$1,220/month</b>

\* Minimum 1 year contract.

These rates are time-sensitive, if you decide to postpone the work, they are subject to change. They will remain active for 180 days beyond June 1st, 2022.

### **Payment Terms**

For Option 1 we typically ask for a 50% payment of the total project price at two points, which are: start of the project (prepay), and just prior to launch of the final work.

For monthly payments (Option 2) we will bill at the beginning of each month, due on the 15<sup>th</sup>.

If these payment terms don't work for GVR, we are more than happy to work out a schedule that meets your needs!



# Thank you!

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We appreciate your consideration of Single Focus Web for this project!

We can see your impact on the Green Valley community and would be honored to work with GVR. We look forward to helping you have the most successful web presence possible.

Below I will list three references you can feel free to contact, as well as the sites we have made for each of them. If you have any questions, please let us know!

Cecily Urizar-Faught

Cecily@singlefocusweb.com

520.245.5819



## References:

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### **Rachael E. Mitchell**

TucsonJCC.org  
Director of Marketing,  
Communications & PR,  
Tucson JCC

(520) 299-3000 x 211  
remitchell@tucsonjcc.org

### **Nick Henry**

CICTucson.org  
Director of Community  
Lending and Impact,  
Community Investment  
Corporation

(520) 529-1766 x 209  
nick@cictucson.org

### **Dan Gregory**

CACSOAZ.org  
Community Development  
Coordinator,  
Children's Advocacy Center  
of Southern Arizona

(520) 724-2168  
dgregory@sozadvocacy.org



Green Valley Recreation, Inc.

## Board of Directors Special Meeting

### Threats and Violence Policy

**Prepared By:** David Webster, CFO**Meeting Date:** July 13, 2022**Presented By:** Scott Somers, CEO**Consent Agenda:** No

<p><b>Originating Committee / Department:</b> Board of Directors</p>
<p><b>Action Requested:</b> Incorporate the attached Threats and Violence Policy into the Risk Management Plan</p>
<p><b>Strategic Plan:</b> Goal 2: Provide quality services and programs that effectively meet the recreational, social, and leisure education needs of our membership, allocating resources to support those programs.</p>
<p><b>Background Justification:</b> The Green Valley Recreation's Board of Directors directed staff to research and report on improving GVR's policy on threats and violence at GVR.</p>
<p><b>Fiscal Impact:</b> Minimal</p>
<p><b>Board Options:</b></p> <ol style="list-style-type: none"> <li>1. Accept the recommendation and direct the Board Affairs Committee to incorporate the Membership Threats and Violence Policy into the Risk Management Plan.</li> <li>2. Provide alternative direction.</li> <li>3. Do not take any action on this recommendation.</li> <li>4. Table this decision at this time.</li> </ol>
<p><b>Staff Recommendation:</b> Option #1</p>
<p><b>Attachments:</b> Memorandum regarding GVR Membership Threats and Violence Policy</p>

## MEMO

TO: Scott Somers  
FROM: David Webster & Dee Schisel  
DATE: June 28, 2022  
RE: Green Valley Recreation Membership Threats and Violence Policy

After review of policies of other similar operations, we offer the following suggested updates to the member code of conduct section in the CPM:

### **1. Guiding Principles for Conduct:**

GVR Members and guests must follow the Code of Conduct guidelines identified in Part 1, Section 2, Item 1.2.4 of the Corporate Policy Manual (CPM) where the expectations are to treat all people with dignity, respect and equality and not jeopardize or interfere with the rights and privileges of others. Violation of these codes by a member, tenant, or guest may result in the member's rights and privileges being suspended.

### **2. Threatening Activity Resulting in Loss of Membership Privileges:**

With regard to threats, GVR will take all manner of threats seriously. It is the policy of GVR that all parties involved in any altercation or any other inappropriate or unsafe conduct on GVR property may lose their privileges to utilize certain GVR facilities and/or suffer other penalties. These behaviors include but are not limited to the following:

- a. Sexual harassment, verbal abuse, disruptive actions or gestures, or unsafe or lewd acts.
- b. Use of inappropriate language, i.e., profanity.
- c. Interfering with the enjoyment and reasonable use of facilities by others.
- d. Continuous failure to follow reasonable instruction or request from GVR staff.
- e. Violation of State or Federal statutes and/or GVR governing documents.
- f. Any repeated voluntary or involuntary, action by any member, tenant, or guest that jeopardizes the health, safety or security of themselves or other users of GVR facilities.

### **3. Violent Activity Resulting in Police Contact:**

GVR will not tolerate violence of any type. For behavior that immediately threatens the physical safety of others, in addition to suspension of rights and privileges, GVR's policy is to notify the police if a member refuses to stop the behavior immediately. Behaviors that will result in reporting to the police include but are not limited to the following:

- a. Causing physical injury to another person.
- b. Making threatening remarks.
- c. Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- d. Intentionally damaging GVR property or property of another member.
- e. Displaying a weapon while on GVR property.
- f. Committing acts motivated by, or related to, sexual harassment or violence.

GVR staff are instructed to administer these policies with the best judgement possible based on the circumstances of each situation. Whether the occurrence merits a loss of member rights and privileges or is immediately elevated to a threat that requires police involvement, GVR will follow Part 1 of the CPM Section 3 – Suspension of Privileges and file charges when appropriate.

We recommend that this policy be integrated into the following “Risk Management Plan” approved by the Board of Directors on February 23, 2022:

“GVR employees, officials, or members that become aware of any language and/or behavior that threatens life, bodily harm, injury and/or property damage, are required to report the threat to GVR officials. If the threat is imminent, GVR employees must call emergency services (911) immediately. If the threat is not imminent, GVR employees shall report it to management as soon as it becomes safe to do so. When notified of a threat, management will report the threat to local authorities. GVR members are to immediately report a threat to GVR employees, and if the threat is imminent, the member should immediately report it to emergency services (911) as well.

In all cases, those who are facing a threat should first take protective and defensive action for themselves and the intended target(s) of the threat.



Green Valley Recreation, Inc.  
**Board of Directors Special Meeting**  
**Legal Services Engagement Letter**

**Prepared By:** Nanci Moyo, Admin. Sup.

**Meeting Date:** July 13, 2022

**Presented By:** Kathi Bachelor, President

**Consent Agenda:** No

<p><b>Originating Committee / Department:</b> Board of Directors</p>
<p><b>Action Requested:</b> Accept the Engagement Letter from Carpenter Hazlewood as General Counsel to GVR.</p>
<p><b>Strategic Plan:</b> Goal 5: Provide sound, effective governance and leadership for the corporation</p>
<p><b>Background Justification:</b> GVR went out for bid in May for a General Counsel attorney. Five firms submitted proposals for the Board of Director's review. The firm chosen for an interview was Carpenter Hazelwood. On June 20 three associates from Carpenter Hazlewood visited GVR and received a tour of the facilities, and were interviewed by the Board of Directors.</p>
<p><b>Fiscal Impact:</b> Monthly Billing as used by GVR.</p>
<p><b>Board Options:</b></p> <ol style="list-style-type: none"> <li>1) Accept the Engagement Letter from Carpenter Hazlewood</li> <li>2) Not accept the Engagement Letter from Carpenter Hazlewood</li> <li>3) Table issue to a future date</li> </ol>
<p><b>Staff Recommendation:</b> #1</p>
<p><b>Recommended Motion:</b> Move to approve Carpenter Hazlewood as General Counsel for GVR and authorize President Kathi Bachelor to sign the Engagement Letter.</p>
<p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>1) Engagement Letter from Carpenter Hazlewood</li> </ol>

June 22, 2022

Board of Directors  
Green Valley Recreation, Inc.  
Attn: Scott Somers, CEO  
1070 S. Calle de las Casitas  
Green Valley, AZ 85614

**Re: General Corporate Representation - GVR**

Dear Scott and Board members:

We wish to take this opportunity to thank you for having selected our firm to represent Green Valley Recreation, Inc. (“GVR”) for general/corporate legal matters, as needed. This letter describes the terms of our representation to ensure complete understanding and agreement. Our representation of GVR will primarily involve general/corporate representation, but may also include providing other services regarding matters referred to the firm from time to time by Scott as CEO, or by the President.

The firm incurs various costs and expenses in performing legal services under our agreement with you. The expenses the firm incurs on your behalf will be itemized in our invoices. Costs and expenses, without limitation, may include process servers' fees, fees fixed by law or assessed by courts and other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, charges for computer time and other similar items.

Our firm sends monthly invoices to you. Payment is due no later than thirty days after the date the invoices are mailed. Due to the lag time between the receipt by our firm of any bills for outside services, supplies and other costs and the preparation of your invoice, it may not contain charges for all costs incurred during the billing period for that statement. If a statement is not paid within 30 days after the date of the invoice, the firm reserves the right to charge interest at the rate of ten percent (10%) per annum. Further, you agree that our firm will have the option, upon nonpayment, of withdrawing from further representation of you regardless of the status of any matter in the event of nonpayment, in accordance with the Arizona Rules of Professional Conduct. If the firm employs outside counsel, all fees and costs incurred prior to litigation related to nonpayment are the obligation of the client. In the event of litigation, the prevailing party is entitled to recover its reasonable attorneys' fees and costs incurred.

The fees that the firm charges to its clients are established in accordance with the criteria for reasonableness specified in the Arizona Rules of Professional Conduct, which includes the time and labor required for tasks performed, the difficulty, novelty, or complexity of the problem presented, the skill required to perform the tasks in a professional manner, the time constraints imposed by the client or the nature of the matter, and the nature of the results obtained for the client. Although GVR is not a community association, because of its similar characteristics, we are offering the same low hourly rates that we offer our many nonprofit community association clients in Southern Arizona. The current rates are:

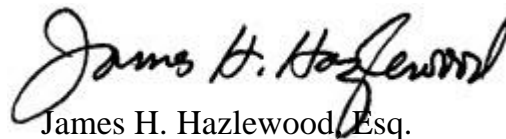
\$320/hour	Partner Attorney Time
\$295/hour	Associate Attorney Time
\$220/hour	Law Clerk Time
\$205/hour	Paralegal Time
\$ 90/hour	Special Projects/Secretarial Time
\$435/hour	Water Law Specialty Time

The firm reviews rates and reserves the right to change/increase rates on a calendar year basis, as it does with its community association clients, and consistent with those market rates. There is no retainer or monthly base fee. As we discussed, if we were to do collection work in the future, the rates and agreement may be different than these general/corporate counsel rates. As with similar clients, we serve at your pleasure. There is no fixed term of this agreement.

We would appreciate your acknowledgment of your acceptance of this agreement by signing the letter. However, the effective date of this fee agreement will be retroactive to the date the firm first performed any services for you. Even if this written agreement does not take effect, you would be obligated to pay the firm the reasonable value of any services that the firm may have performed for you before signing.

Although this letter is rather formal, we believe that a complete understanding of our business relationship is beneficial. We appreciate this opportunity to be of assistance and look forward to working with you. Please return this original and keep a copy for your files. If you have any questions, please call.

Sincerely,



James H. Hazlewood, Esq.

for

CARPENTER, HAZLEWOOD, DELGADO & BOLEN, LLP

I/we have read and understood the foregoing terms as set forth in this letter and agree to them as of the date Carpenter, Hazlewood, Delgado & Bolen, LLP first provided services.

Green Valley Recreation, Inc.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_