



AGENDA

BOARD OF DIRECTORS WORK SESSION

Wednesday, January 14, 2026, Following Special Meeting
WC Room 2 / Zoom

Directors: Kathi Bachelor (President), Candy English (Vice President), Beth Dingman (Secretary), Nellie Johnson (Treasurer), Bart Hillyer (Assistant Secretary), Steve Reynolds (Assistant Treasurer), Dave Barker, Marge Garneau, Bev Lawless, Lanny Smith, Jodie Walker, Scott Somers (non-voting)

AGENDA TOPIC

- 1. Call to Order/ Roll Call**
- 2. Amend / Approve Agenda**
- 3. Strategic Plan for 2027-2031**
- 4. CPM Changes on Board Meetings and Minutes**
- 5. Discussion on MOU Between GVR and GVR Foundation**
- 6. Payment Plan for Voluntary Deed Restriction**
- 7. Member Comments**

Adjournment

GVR encourages the Board and members to voice concerns and comments in a professional, business-like, and respectful manner.



Green Valley Recreation, Inc.

Board of Directors Work Session

Strategic Planning Process for Developing the 27-31 Plan

Prepared By: Scott Somers, CEO

Meeting Date: January 14, 2026

Presented By: Scott Somers, CEO

Consent Agenda: No

Originating Committee/Department:

Administration

Action Requested:

Discuss and determine the process and tentative time line for developing the 2027-2031 Strategic Plan

Strategic Plan Focus Area:

Goal 5: Provide sound, effective governance and leadership for the corporation

Background Justification:

The current Strategic Plan is in its last year of the five-year plan. The next five-year plan will go into effect on January 1, 2027, and run through December 31, 2031. For the current strategic plan, which went into effect on January 1, 2022, Staff drafted and issued a request for proposal (RFP) for strategic planning assistance in February, 2021. Three proposals were received by GVR:

- BridgeGroup LLC based in Tucson, AZ, \$26,000
- The Novak Consulting Group (a part of Raftelis) based in Cincinnati, OH, \$59,500
- Zelos based in Alexandra, VA, \$29,900

All proposals were deemed responsive to the RFP. Board members were asked to review each proposal, along with the RFP. The three consultants that submitted proposals were asked to present their proposal to the Board via Zoom. The meeting was in a closed session since the information presented was proprietary. The Board approved a contract with Zelos of Virginia on April 7, 2021. I had and have experience working with all three consultants, but at the time, more recent experience with Zelos when I was the city manager in College Park, Maryland. Please recall that the Mike Letcher with the BridgeGroup LLC was the consultant that facilitated three workshops with the Board on roles and responsibilities in November and December of 2025.

Attached for Board review is a description of strategic planning from 2021, the RFP and draft agreement from 2021, and the timeline followed in 2021. Staff proposes to follow the same process and rough timeline that occurred in 2021.

Fiscal Impact:

Funds for this project are available in the Professional Fees line item of the 2026 Budget.

Board Options:

- 1) Direct staff to issue an RFP for strategic planning consultant services.
- 2) Sole source the strategic planning process to one of the well-qualified consultants that previously submitted a proposal.
- 3) Elect to not move forward with the strategic plan at this time.

Staff Recommendation:

Option #1 or #2

Recommended Motion:

NA

Attachments:

- 1) Description of Strategic Planning
- 2) Request for Proposal and Draft Agreement
- 3) Timeline from 2021

Strategic Planning

Over the next six months or more, members will be hearing a lot from GVR about strategic planning. Strategic planning is like a periodic spring-cleaning of an organization. Every rug is lifted and closet opened so stakeholders can make a frank evaluation of where we've been, where we are, and where we want to be. GVR's last strategic plan expired in 2018. Our new CEO is looking forward to the discoveries and aspirations he is sure to encounter as we undertake this essential process. Sometime this spring, members will begin receiving invitations to participate. Please consider doing so, especially if we don't tend to hear from you!

What strategic planning is:

- Member and board-driven.
- A process by which stakeholders (members, board, staff, partners) review the GVR vision and mission statements and either recommit to them, or make changes.
- An examination of how the vision and mission statements are reflected in current member experience and organizational operating methods.
- A process of collecting input from stakeholders, including information about GVR's strengths, weaknesses, opportunities, and challenges.
- An organizational assessment for strengths, weaknesses, opportunities and challenges.
- From those reflection and information collection steps, deriving explicit goals that will guide the priorities of the board and staff over the next five years.
- Identifying when each goal will be initiated and completed, defining success, identifying how success will be measured, and describing reporting practices for those engaged in advancing the goal and those charged with monitoring the outcomes.

What it is not:

- A facilities expansion or enhancement plan. Specific expansion and enhancement projects are strategies that may be implemented to advance higher goals.
- A set of staff work plans. Annual work plans for both board and staff, annual budgets, communications and marketing plans, and a comprehensive, functional organizational structure will still be required. These, among others, are often referred to as "supporting plans."
- Wholly prescriptive. A good strategic plan will include a balance of explicit measures and underlying principles that together, facilitate the nimble pursuit of unexpected opportunities that are consistent with the overarching intent of the plan.

Why it is important:

If diligently implemented and monitored, a strategic plan provides

- Continuity
 - Eases staff and board succession which makes for a smoother member experience
 - Identifies operating principles that provide guidance in the course of an unexpected disruption (ie. natural disaster, economic crisis, pandemic)
- Conflict mitigation and sharpened focus
 - Unexpected proposals and opportunities are readily weighed against the established plan: "Does this opportunity advance a current goal? Is this proposal consistent with the principles derived from the mission and stakeholder feedback? How will pursuit of this opportunity affect the goals not yet completed?"
- Predictability and accountability
 - Members, staff and Directors can anticipate that tasks and activities will occur within the context of the plan.
 - Progress reporting processes are identified and success is defined before goals are launched. No goal-post moving.
- Workflow control
 - Goals are created with capacity and annual work plans in mind, to ensure that the goals, as well as current essential tasks, can be pursued with the resources required for excellent outcomes

Members can expect GVR's 2021 strategic planning process to look like this:

- Through an RFP process, select a qualified consultant to begin facilitating the process in April, 2021

- Gather information from members via surveys, 1:1 and group interviews, focus groups
- Gather information from Directors, staff, and partners
- Establish goals derived from the information gathering stage
- Identify strategies
- Publish the plan in October, 2021
- Report progress to the membership annually



GREEN VALLEY RECREATION, INC.

REQUEST FOR PROPOSALS GVR-21-01 STRATEGIC PLAN AND PERFORMANCE MANAGEMENT

Issued by:

**Green Valley Recreation, Inc.
1070 S Calle De Las Casitas
Green Valley, AZ 85614**

Telephone: 520-625-3440

Issue Date: February 12, 2021

Submittal Due Date: March 15, 2021 at 2:00 p.m.

GREEN VALLEY RECREATION, INC.
Request for Proposals GVR-21-01
Strategic Plan and Performance Management

Green Valley Recreation, Inc. (“Organization” aka “GVR”) requests sealed bid proposals from professional strategic planning and performance management firms or consultants to aid the Board of Directors in developing a new five-year strategic plan for fiscal years 2022-2026.

Copies of the RFP package, including a scope of work, submission requirements and affidavits, may be downloaded from the Organization’s website at www.gvrec.gov. From the home page menu on the right side, click on the News and Info tab and then Bids & RFPs. Requests for printed copies should be directed to the Administrative Offices, 1070 S Calle De Las Casitas, Green Valley, AZ 85614, Monday-Friday 10:00 a.m.–2:00 p.m. (telephone 520-625-3440).

Proposals in response to this RFP must be submitted in hard copy and an electronic copy in a sealed envelope, in accordance with the requirements specified in the RFP. Submissions should be marked **Strategic Plan and Performance Management, RFP GVR-21-01** and delivered to the **Administrative Offices, Green Valley Recreation, Inc., 1070 S Calle De Las Casitas, Green Valley, AZ 85614, no later than March 15, 2021 at 2:00 p.m.**

GVR is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, national origin, sex, ancestry, marital status, age, sexual orientation, gender identity, disability, or any other legally-protected characteristic.

The Organization reserves the sole and absolute right and discretion to reject any and all proposals in the best interest of the Organization.

The contact person for this solicitation is Scott Somers, Chief Executive Officer. Telephone: 520-625-3440. Email: ssomers@gvrec.org.

GREEN VALLEY RECREATION, INC.
Request for Proposals GVR-21-01
Strategic Plan and Performance Management

GENERAL INFORMATION

GVR requests proposals from experienced, professional strategic planning and performance management consultants for services to aid the Board of Directors in developing a new strategic plan. Responses to this request are due by **March 15, 2021 at 2:00 p.m.** The Organization anticipates the project commencing in April 2021.

GVR is a non-profit organization serving the leisure and social needs of the adult retirement community of Green Valley, Arizona which is located 25 miles south of Tucson, Arizona. GVR owns and operates Administrative Offices, a Facility Management Building and 14 Recreation Centers, which includes a 24-court Pickleball Center. GVR provides many services and activities to a private membership base of over 13,700 households (approximately 24,000 individuals). Hundreds of volunteers assist a dedicated staff to help operate year-round programs for both active and passive adult lifestyles. The most recent strategic plan includes the following five focus areas:

1. Public Relations and Communications
2. GVR Services
3. Information Technology/Electronic Communications
4. Partnerships
5. Revenue Generation

PROJECT DESCRIPTION

The Organization's most recent five-year strategic plan ended in 2018, and the Board of Directors wish to develop a new five-year strategic plan. The 2013-2018 plan created a vision statement, focus areas, goals, and strategies, in addition to an implementation action plan. The mission, vision, focus areas, goals, etc. may be changed during the new plan development process. The implementation plan and performance measures will likely require a significant percentage of the consultant's time commitment on this project.

The new strategic plan should consider the former strategic plan and current operating and capital budgets. Additional general background information concerning the Organization can be found on its website, www.gvrec.org. Online documents represent community input through surveys, visioning, and resource allocation. This new plan will establish priorities, provide measurement tools, and shape Organization services and budget allocation to achieve the Organization's goals.

Input from GVR members and other stakeholder groups will be an integral part of developing a new strategic plan. The Board expects that a new draft FY22 – FY26 strategic plan will be ready for Board consideration in the fall/winter of 2021.

PROPOSED SCOPE OF SERVICES

The Organization wishes to hire an experienced strategic planning and performance management consultant who will have the following responsibilities:

- Provide proposed schedule of work.
- Review existing Organization documents and external data sources to compile information relevant to the Organization's new strategic plan and facilitate discussion with the Board of Directors.
- As part of the environment scan component, develop and administer (or subcontract) a random statistically significant survey of GVR members and an online member survey for those members who wish to participate but were not randomly selected.
- Design and lead a **recommended** number of GVR member focus groups and targeted stakeholder focus groups to identify existing strengths, weaknesses, opportunities, and threats, and to obtain input regarding the current vision, mission, and goals for the Organization.
- Design and facilitate a **minimum of one** session with the Board of Directors to identify existing strengths, weaknesses, opportunities, and threats and to report on the results of the member and stakeholder focus groups.
- Design and facilitate a **recommended** number of sessions with the Board of Directors and staff to review and possibly modify the Organization's mission and vision, and develop goals and specific strategies, for achievement over the next five years.
- Lead the Board of Directors and staff in developing action items directly connected to Organization departments and resources and which will achieve the Organization's goals.
- Develop performance measures and a reporting plan for each department to help monitor implementation of the action items to fulfill the strategic plan's objectives.
- Facilitate a **minimum of one** session with department directors to communicate and train staff on the implementation of the plan and performance measures.
- Receive feedback on draft goals and plan components and prepare the final planning document. The goals, strategies, and action items of the final strategic plan should direct the work of the Board of Directors and all Organization departments for the next five years.
- Strategic plan documents should be provided to the Organization in Microsoft Word format to facilitate use by the Organization. Final documents should be provided in both Microsoft Word format as well as in PDF format suitable for posting to the Organization's website.

The Organization will have the following responsibilities to support the consultant's work under the Agreement:

- Provide the consultant with existing Organization documents including the above-mentioned plans.

- Publicize the focus group sessions and conduct outreach to maximize member participation.
- Provide the facilities and/or technology for the focus group sessions.
- Schedule Board members and staff to participate in strategic planning sessions and other meetings as appropriate.
- Record the sessions.

If the consultant believes that a different process or different responsibilities would result in a stronger plan and implementation, the Organization would like to see the consultant's proposed process and pricing.

SUBMISSION REQUIREMENTS

Documents to be submitted with Proposal include an original, two copies, and one electronic copy of each of the following:

- Bid Proposal Form - An authorized representative who can make a binding commitment for the firm must sign the Bid Proposal Form.
- Information Regarding the Bidder Form, including three references with complete contact information for three different strategic planning projects completed within the past five years.
- Non-Collusion Affidavit.
- Affidavit with Respect to Non-Conviction, Non-Suspension, and False Pretenses.
- A written proposal outlining the recommended process and schedule for completing the above tasks.
- A budget for the project based on the tasks listed or proposed. The budget should clearly indicate the cost for distinct parts of the project, such as the document review, facilitated sessions, plan development, and performance measurement. Optional services, proposed savings, estimated travel expenses, or services proposed in lieu of services in the RFP should be listed separately.
- Resumes and hourly rates for key personnel.

NO BID BOND IS REQUIRED IN CONNECTION WITH BID SUBMITTAL.

All materials submitted in response to this Request for Proposals will become the property of GVR. The Organization agrees, to the extent permitted by law, to hold in strictest confidence all material and information belonging to the bidder which it deems to contain confidential business or financial information.

REVIEW OF QUALIFICATIONS

The Organization will review all submissions for responsiveness to this RFP. Individuals, firms or teams will be given consideration. The review will consider the experience of the individual, firm, or firms; the experience of the individuals proposed to work on the project; recent work on similar projects; project references; and fee structure. The Organization will select the most qualified individuals, firms or teams to be interviewed for the project. The Organization may request additional information and reserves the right to reject any or all proposals as is in its best interest.

AWARD OF CONTRACT

Bidders may bid only on the entire Project. The Board of Directors of GVR will select the successful bidder. In determining which proposal is best, the Organization will take into consideration the bid price and the experience, qualifications, references, responsibility, and current availability of the bidder to perform the work. The Organization reserves the right to exercise its sole discretion to best serve the interests of the Organization. Except where the Organization exercised the right reserved herein to reject any or all proposals, each Agreement will be awarded on a per unit price or lump-sum basis, as is in the best interest of GVR.

The successful bidder shall be required to execute an Agreement in a form satisfactory to the Organization, in substantially the same form as attached. GVR reserves the right to cancel the Award of the Agreement at any time prior to execution of the Agreement without liability on the part of the Organization.

EXECUTION OF THE AGREEMENT

The successful Bidder must execute the Agreement within 10 business days after the award and submit such other Documents and insurance certificates as required by the Contract Documents. Failure by the Consultant to execute the Agreement and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

A bidder may submit only one proposal for the Agreement. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Agreement and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the Organization.

INVITATIONS TO SUBMIT PROPOSALS A COURTESY

This invitation to bid may be sent as a courtesy to known interested parties. The receipt of this request for proposals from GVR in no way implies that the recipient is a qualified bidder.

INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted via email to Scott Somers, Chief Executive Officer, e-mail: ssomers@gvrec.org by Friday March 5, 2021 at 2:00 p.m. The written responses, including any changes to the RFP, become part of the Contract Documents and will be posted on the Organization website as an addendum by 5:00 p.m. Tuesday March 9, 2021. It is the responsibility of each Bidder to visit the Organization's website at www.gvrec.org from the home page on the right side under the News and Info tab and then Bids & RFPs to obtain any addenda or other information regarding the RFP.

CONTRACT TERM

Work under the Agreement is expected to begin in April 2021. The date upon which all deliverables under the Agreement are due shall be determined as part of the proposal

process, but the anticipated period for all deliverables is before September 30, 2021, unless otherwise agreed upon by the parties.

MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the Organization may require, to revise or amend proposal specifications prior to the date set for opening bids and to postpone the date set for opening bids.

OTHER REQUIREMENTS AND INFORMATION

Liability

The Selected Consultant agrees to defend, indemnify and hold harmless GVR, its employees, officers, agents, and representatives, from any and all claims and liability directly and/or indirectly resulting from the activity of the Consultant, its subcontractors, agents or employees in the execution of the contract and/or the work to be completed pursuant to this RFP.

Insurance

The following Insurance requirements are made a part of this RFP:

- Comprehensive General Liability
- Professional Liability
- Automobile Liability
- Workers Compensation

The Organization shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance. The Consultant shall provide a Certificate of Insurance to the Organization within ten business days after the award of the Agreement. The Certificate shall demonstrate that the Consultant has complied with the requirements of this section and be in a form acceptable to the Organization.

Billing

Invoices shall be submitted in quarterly intervals based on the project timeline, documenting hours worked and describing work performed.

Required Certification

When submitting a bid, the Bidder must certify:

That the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Project Contact

Scott Somers, Chief Executive Officer
Green Valley Recreation, Inc.
1070 S Calle De Las Casitas
Green Valley, AZ 85614
telephone: 520-625-3440
e-mail: ssomers@gvrec.org

BID PROPOSAL FORM (2 PAGES)

Strategic Plan and Performance Management RFP- GVR-21-01
Green Valley Recreation, Inc.

GREEN VALLEY RECREATION, INC.
Administrative Offices
1070 S Calle De Las Casitas
Green Valley, AZ 85614

BID DUE DATE: March 15, 2021
TIME: 2:00 pm

(Name of Bidder)

hereby submits the following proposal for **Strategic Planning and Performance Management**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the proposed Agreement and **addenda numbered _____** (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the Agreement, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required for the entire work, all in strict accordance with the Contract Documents, for the stipulated sum of:

Professional Services for Strategic Planning and Performance Management – Not to Exceed

(Written)

\$ _____
(Figures)

Listing of Personnel Performing the Contract Work and Hourly Billing Rates:

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of one hundred eighty (180) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute an Agreement for the above stated compensation.
- C. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Name of Bidder: _____

Name of individual authorized to bind the Bidder: _____

Signature: _____

Federal ID Number: _____

Date: _____

How did you learn about this RFP?

GVR Staff

findrfp.com

Other (please specify): _____

TO BE SUBMITTED WITH BID

INFORMATION REGARDING THE BIDDER

Name of Bidder: _____
(Individual/Firm/Corporation)

Address: _____

Telephone: _____ FAX: _____

E-mail Address: _____

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER

3. Please provide at least three references, including any Arizona non-profit or governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each reference.

4. Identify all subcontractors that you intend to use in performing the work under the Contract and specify the work each is expected to perform.

Dated this _____ day of _____, 2021.

Name of Bidder:

By:

Printed Name:

Title:

TO BE SUBMITTED WITH BID

Non-Collusion Affidavit

The following affidavit is attached hereto and made a part thereof:

STATE OF _____)
CITY/COUNTY OF _____) ss:

being first duly sworn, deposes and say:
That he/she (name of affiant)

of _____
(Name of Corporation)

(or a partner of _____).
(Name of Partnership)

The party making the foregoing Proposal; that (they have not) (no officer of the said Corporation has) (no member of the said Partnership has) nor has any person, firm or corporation acting on (his) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that (they) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly entered into any Agreement, participated in any Collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Proposal is submitted; that in making this Affidavit, the Affiant represents that he/she has personal knowledge of the matters and facts herein stated. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

(SEAL)

To be signed by Proposer, if the Proposer is an Individual, or by a Partner, if the Proposer is a Partnership, or by a duly authorized Officer, if the Proposer is a Corporation

TO BE SUBMITTED WITH BID

Affidavit with Respect to Non-Conviction, Non-Suspension, and False Pretenses

I hereby affirm that: (1) I am the _____ (Title) and
duly authorized by _____ (Name of
Business and that I possess the legal authority to make this affidavit on
behalf of myself and the firm for which I am acting.

Representative of _____ (Name of
Business Entity) whose address is _____

- (1) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the state, or any county, bi-county or multi-county agency or subdivision of the state have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (2) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees are directly involved in obtaining contracts with the state, or any county, bi-county or multi-county agency or subdivision of the state have been convicted under a state or federal law or statute; and
- (3) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.
- (5) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Organization, have been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

(6) State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to GVR. I acknowledge that, if the representations set forth in this affidavit are not true and correct, GVR may terminate any contract awarded and take any other appropriate actions.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit is true and correct.

Date

Signature

Name:

Title:

SAMPLE CONSULTANT AGREEMENT
Green Valley Recreation, Inc.

Strategic Plan and Performance Management RFP GVR-21-01

THIS CONSULTANT AGREEMENT (the “Agreement”) is made this _____ day of _____, 2021, by and between the GREEN VALLEY RECREATION, INC. (the “Organization” aka “GVR”), a non-profit corporation in the State of Arizona, whose address is 1070 S Calle De Las Casitas, Green Valley, AZ 85614, telephone: 520-625-3440 and _____ (hereinafter referred to as “Consultant”) whose address is _____

WHEREAS, Consultant desires to act for the Organization as professional strategic planning consultants to aid the Board of Directors in developing a new five-year strategic plan and performance management plan.

WHEREAS, the Organization desires that Consultant provide such services.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment. The Organization hereby engages Consultant, as an independent professional strategic planner and not as an agent or employee of the Organization, to provide professional strategic planning services to aid the Board of Directors in developing a new five-year strategic plan and performance management plan, and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. Scope of Services. Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Consultant services are included as part of this Agreement:

- Provide proposed schedule of work.
- Review existing Organization documents and external data sources to compile information relevant to the Organization's new strategic plan and facilitate discussion with the Board of Directors.
- As part of the environmental scan component, develop and administer (or subcontract) a random statistically significant survey of GVR members and an online member survey for those members who wish to participate but were not randomly selected.
- Design and lead a **recommended** number of GVR member focus groups and targeted stakeholder focus groups to identify existing strengths, weaknesses, opportunities, and threats, and to obtain input regarding the current vision, mission, and goals for the Organization.
- Design and facilitate a **minimum of one** session with the Board of Directors to identify existing strengths, weaknesses, opportunities, and threats and to report on the results of the member and stakeholder focus groups.
- Design and facilitate a **recommended** number of sessions with the Board of Directors and staff to review and possibly modify the Organization's mission and vision, and develop goals and specific strategies, for achievement over the next five years.
- Lead the Board of Directors and staff in developing action items directly connected to Organization departments and resources and which will achieve the Organization's goals.
- Develop performance measures and a reporting plan for each department to help monitor implementation of the action items to fulfill the strategic plan's objectives.
- Facilitate a **minimum of one** session with department directors to communicate and train staff on the implementation of the plan and performance measures.
- Receive feedback on draft goals and plan components and prepare the final planning document. The goals, strategies, and action items of the final strategic plan should direct the work of the Board of Directors and all Organization departments for the next five years.
- Strategic plan documents should be provided to the Organization in Microsoft Word format to facilitate use by the Organization. Final documents should be provided in both Microsoft Word format as well as in PDF format suitable for posting to the Organization's website.

The Organization will have the following responsibilities to support the consultant's work under the Agreement:

- Provide the consultant with existing Organization documents including the above-mentioned plans.
- Publicize the focus group sessions and conduct outreach to maximize member participation.
- Provide the facilities and/or technology for the focus group sessions.
- Schedule Board members and staff to participate in strategic planning sessions and other meetings as appropriate.
- Record the sessions.

3. Dates of Work. The Consultant agrees to commence work on or about April 1, 2021 and shall complete all contract work on or before September 30, 2021, unless agreed upon otherwise by the parties. All work shall be performed pursuant to a work schedule submitted by the Consultant. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

4. Contract Price. The Organization agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to exceed _____, which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the Organization in writing. Such services shall be billed to the Organization at the hourly rates established by the bid form. Invoices for payment of services may be submitted on a quarterly basis and must be accompanied by daily time sheets detailing the work done, and any other documentation required by the Organization. Invoices will be paid after approval. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

5. Contract Documents. This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

Proposal forms submitted by Consultant and attachments thereto;
Bid Proposal Form, and attachments thereto;
Information Regarding the Bidder Form;
Required affidavits and certifications;
Schedule of Work

6. Other Payments, Expenses, Taxes. The Organization will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Organization shall have no obligation to reimburse, pay directly, or otherwise satisfy any expenses of the Consultant in connection with the performance of the obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any federal or state withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent Consultant of the Organization, is responsible for directly assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant agrees to defend, indemnify and hold harmless the

Organization for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance**. Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name GVR as an additional insured:

Comprehensive General Liability Insurance

Comprehensive General Liability Insurance including Bodily Injury and Property Damage with a combined single limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate limit. The policy shall include completed operations and contractual liability coverage in favor of GVR, Inc.

Professional Errors and Omissions Insurance

The Consultant shall maintain a policy with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate. Claims made policy form is acceptable. Self-insured retention maximum at \$5000.00 per claim matter.

Automobile Liability Coverage

Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; includes both Bodily Injury and Property Damage – combined single limit.

Workers' Compensation Insurance

Consultant shall comply with the requirements and benefits established by the State of Arizona for the provision of Workers' Compensation insurance. Arizona statutory limits are required 100,000/ each accident, 100,000/disease policy limit, 100,000/disease each employee. Waiver of Subrogation in favor of GVR, Inc is required. Sole Proprietor representation needs prior approval with completion of Sole Proprietor disclosure form. The

Organization will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Organization. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance. Firms using employee staffing agencies, employee leasing agencies require compliance as required under this provision and must be disclosed prior to contract signing. Approval of GVR, Inc is mandatory under the terms of this contract agreement.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Consultant under this Agreement. The Consultant shall receive 30 days prior written notice of any amendment, reduction or elimination of the insurance coverage required herein. Copies of the certificates of insurance for all required coverage shall be furnished to the Organization prior to beginning work.

Provision of any insurance required herein does not relieve consultant of any of the responsibilities or obligations assumed by the consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Organization's immunities or any damage limits applicable to a 501(c)(4) as provided by law.

8. Indemnification. The Consultant shall defend, indemnify and save harmless the Organization, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

9. Licenses, Applicable Laws. Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

10. Materials and Standard of Work. All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.

11. Subcontracting. The Consultant may subcontract work required under this Agreement with the consent of the Organization. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Organization and the subcontractor.

12. Accurate Information. The Consultant certifies that all information provided in response to the invitation to bid or other requests for information is true and correct. Any false or misleading information is grounds for the Organization to reject the bid and terminate this Agreement.

13. Errors in Specifications. The Consultant shall take no advantage of any error or omission in the specifications. The Organization shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. Construction and Legal Effect. This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. No Assignment. This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Organization. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Organization, and further recognizes that in such event monetary damages may be available to the Organization. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Organization's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Organization's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Organization from pursuing any other remedies available to the Organization at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with Contract Documents, each of which shall constitute a breach of this Agreement. In such event, the Organization may give

written notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of the written notice, the Organization may terminate this Agreement. This provision shall not limit the Organization in exercising any other rights or remedies it may have.

18. Termination for Convenience. The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Organization determines in its sole and absolute discretion that such termination is in its best interest. The Organization will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

19. Notices. All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

FOR THE ORGANIZATION:

Scott Somers, Chief Executive Officer
Green Valley Recreation, Inc.
1070 S Calle De Las Casitas
Green Valley, AZ 85614
telephone: 520-625-3440

FOR THE CONSULTANT:

20. Attorney's Fees and Costs. In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all attorney's fees and costs and expenses incurred on account of such breach.

21. Enforcement Provisions. The failure of the Organization or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect

thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. Governing Law. This Agreement shall be governed by the laws of the State of Arizona, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Arizona. Venue and Jurisdiction for any dispute arising under this Agreement shall be the state and federal courts located in Pima County, Arizona.

23. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. Set-Off. In the event that Consultant shall owe an obligation of any type whatsoever to the Organization at any time during the term hereof or after termination of the relationship created hereunder, the Organization shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the Organization.

25. Materials. Materials produced under this Agreement shall be considered Official Products of Work, owned by GVR. With permission from the Organization, the Consultant may share/use these Products with other existing and future clients.

Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used in the fulfillment of this Agreement, remain the

property of their authors or owners. Subsequent use of such materials by the Organization shall require written permission of the Consultant or other author(s) thereof.

Information contained in documents that may be given to the Consultant for review remain the property of the Organization and may not be duplicated or distributed or otherwise published without the express consent of the Organization. Material provided to the Consultant for review shall be returned to the Organization upon completion of the task.

The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the Organization. Any copies of such records made during performance of this Agreement shall be returned to the Organization upon the expiration of the Agreement.

26. Jury Waiver. The parties hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among the parties arising out of or in any way related to this agreement or any relationship between the parties. This provision is a material inducement to each party to enter into this agreement.

27. Counterparts. This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement shall be binding when one or

more counterparts hereof, individually or taken together, shall bear the signatures of the parties reflected hereon as signatories. Any signatures that are delivered via facsimile or other electronic means shall have the same effect as executed original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first written above.

GREEN VALLEY RECREATION, INC.

ATTEST:

BY:

Jen Morningstar,
Director of Administrative Services

Scott Somers,
Chief Executive Officer

CONSULTANT

WITNESS:

BY:

Printed Name:

Printed Name

Title:

Title

Strategic Plan 2021

7/15/2020 Work Session: Discussion of Strategic Plan process

1/27/2021 Staff Develop RFP for Strategic Plan

- 2021 Workplan: Develop RFP for Strategic Plan and Issue by 2/15/2021.

2/10/2021 Work Session: Review Strategic Plan Process

- Staff review proposals and recommends a firm to the Board to consider interviewing.
- Board interview firms and direct staff to finalize agreement with chosen firm.
- Elements of Strategic Plan: Member outreach; random survey of members; online survey; staff survey; analysis of survey data; member focus group discussions; mission and vision statement developments; develop guiding principles, objectives and strategies; develop a workplan that includes tasks or action items; and recommend plan for monitoring progress.

4/7/2021 Regular Meeting: Board Passed an Agreement with Zelos, LLC

First retreat was held with Zelos to work on developing the Strategic Plan (no date provided)

4/28/2021 Regular Meeting: Board held a retreat with Zelos to finalize the Draft Strategic Plan

5/6/2021 Member Survey sent out and posted online: deadline for survey June 6, 2021

7/21/2021 Work Session: Finalize Draft Strategic Plan

7/28/2021 Regular Meeting: Passed Draft Strategic Plan - 5-year Strategic Plan Adopted



Green Valley Recreation, Inc.

Board of Directors Work Session

CPM Changes to Board Meeting and Minutes

Prepared By: Nanci Moyo, Admin.

Meeting Date: January 14, 2026

Presented By: Kathi Bachelor, President

Consent Agenda: No

Originating Committee / Department:

Board of Directors/Administrative

Action Requested:

Review and discuss possible changes to the Corporate Policy Manual (CPM) in Part 2 Board of Directors, Section 3 Meetings, beginning at 2.3.1 through 2.3.4.

Strategic Plan:

Goal 5: Provide sound, effective governance and leadership for the corporation.

Background Justification:

The Board of Directors meeting on November 19, 2025, brought to the attention of the Board an issue about the Minute process and content of Minutes. The Board of Directors decided to bring it back to a Work Session to discuss what was the Board's desire for the Minutes.

Robert's Rule of Order in Section 48 states: Minutes that record what was done (actions, motions, votes, results) not what was said (discussions), focusing on objectivity and clarity. Key rules include documenting the meeting type, date, time, location, attendees, officer presence, all main motions with movers and votes, points of order, appeals, and the adjournment time, and approved later, often by unanimous consent or a formal motion, with corrections handled carefully.

GVR CPM states in Part 2, Section 3: Minutes and Recordings of Board Meetings

A. The CEO's designee shall take minutes at Regular, Work Session, Special Board, Annual Meetings, and Executive Sessions unless decided otherwise.

B. Minutes shall be retained permanently with other corporate documents in a secure location and shall be available to the members online and when requested (excluding Executive Session minutes).

C. Minutes of the Board meetings shall contain all motions made, the name of the motion maker and seconder. The method and outcome of the votes taken will list the names of voting Directors in the minority of each vote as well as any Director abstaining from said vote. Committee reports which are "informational only" will not be summarized in the minutes. These reports will be noted "received and placed on file." Member comments are not part of the minutes.

D. DRAFT Board minutes shall be posted to the website prior to formal approval by the Board.

E. Recordings of all open Board meetings shall be available to the membership for one (1) year and then archived in the custody of the CEO's designee in the Administrative Office.

At the Work Session there are high-level highlights in the Minutes since the Work Session is about discussions of topics versus any motions. The issue that came up at the November meeting was in regards to a Director submitting extensive highlights from the Work Session not included in the Minutes right before the meeting. These highlights included the Directors comments on the Budget from the Fiscal Affairs Chair position. The Board voted on accepting these changes to the Minutes with little time to review and later rescinded that vote, opting to approve the high-level minutes submitted by staff. There is not a problem with a Director disputing or bringing forth changes to the Minutes. The staff needs to have time to review these changes by reviewing the video to the submitted changes for accuracy and if it needed to enhance the highlights.

Since this has come up, the Director has submitted changes to Part 2 Board of Directors, Section 3 Meetings: 2.3.1. through 2.3.4, which includes the Minute section. The redline includes the Director's changes and staff comments and suggestions to these changes. See in the attachment.

Fiscal Impact:

None

Board Options:

- 1) Hold a discussion on any changes to 2.3.1 through 2.3.4 and move forward to the next Board meeting for a vote.
- 2) Have the Board Affairs Committee review and submit a recommendation to the Board before the Board discusses.

Staff Recommendation:

Option 2

Attachments:

- 1) Redline of CPM 2.3.1 through 2.3.4.

SECTION 3 - MEETINGS

2.3.1

Board Meetings

- A. Board meetings, excluding Executive Sessions, are open to the general membership and shall be announced in all available GVR electronic and print media.
- B. A Board meeting occurs when a quorum, majority of Directors, convenes to consider or transact business.
- C. The Presiding Officer (President) shall preside at meetings of the Board. The Vice President shall preside at meetings in the absence of the President. In the absence of both the Secretary shall preside.
- D. Types of **Board** Meetings: (Staff comment: Remove Board to allow for all meetings whether a Quorum is needed or not: see 2.3.1.B) Meetings:
 - 1. Regular Meetings are the voting sessions when the Board takes official action. There must be a quorum of Directors at the meeting for action to take place. If loss of quorum occurs the meeting will recess until a quorum is established or postponed to another date. The Regular Meeting shall be held at least quarterly and generally on the fourth Wednesday of the month unless agreed upon otherwise.
 - 2. Work Sessions are not for taking action, but are for the Board to hear presentations, discuss matters, and listen to pertinent topics. Work Sessions do not require a quorum since official action is not taken. If a Director leaves during the meeting the Work Session may continue. The Work Session shall be held generally on the third Wednesday of the month unless agreed upon otherwise.
 - 3. Special Meetings may be called by the President, Vice President, or at the request of any two (2) Directors, due to special circumstances. Directors will be given two (2) days written (email) notification of any Special Meeting, followed by an agenda with the topic(s) once the meeting is set.
 - 4. Executive Sessions will be closed to handle legal or personnel issues. Directors shall not disclose the information discussed in an Executive Session, but the Board as a whole may vote to make certain items public.
 - 5. A tentative annual meeting schedule shall be approved by the Board at its first Regular Meeting following the Annual Meeting. **Director Johnson's Idea:** Any changes to the regularly scheduled Board Calendar dates shall be approved by the Board. Any changes in the Work Session dates may change in consultation between the CEO and the President.

STAFF does not agree with this because it needs to be

flexible due to the nature of timelines, projects, and member concerns. Tentative is the key word.

- E. Meetings shall be conducted under the latest edition of Robert's Rules of Order, Newly Revised, unless otherwise determined by the Board.
- F. Directors vote to approve the agenda at the Board meeting. The agenda may be amended by a majority vote of Directors present. If during the approval section of the agenda a majority of Directors support removal **or addition** of any item(s) it will be **removed changed. STAFF Change**
- G. A Regular Meeting agenda will include:
 - 1. Consent Agenda - items of routine business that generally require no discussion by the Board or independent action. This is presented as one agenda item. Any Director may remove an item from the Consent Agenda and place it under Action Items ~~during the Amend/Approve Agenda item on the agenda~~ before Motion of the Consent Agenda. **STAFF Change**
 - 2. Action Items – legal decisions, official positions of GVR, approve policy, and give direction.
 - 3. Committee Reports – presented by each Committee Chair.
- H. Board meetings shall not be adjourned until all agenda items have been considered, except by a majority affirmative vote of the Directors in attendance.

2.3.2

Conduct for Board Meeting

- A. The Board will use the following protocol during Board meetings:
 - 1. Directors should be recognized by the President to speak or make motions.
 - 2. Regular Meetings are for decision making, action, and votes. A Director introducing a motion may speak for no more than ten (10) minutes to introduce a topic. Comments from Directors should be for no more than three (3) minutes. The Presiding Officer shall actively facilitate and guide discussions to remain on topic. The Board shall avoid creating side topics and/or asking unexpected questions of staff and each other at meetings.
 - 3. To vote on a subject, a formal motion must be made and seconded. All motions and amendments should be in writing, when possible.
 - 4. Votes will be taken by a show of hands or a roll-call vote. When a question is put forth by the Presiding Officer, every Director present shall vote for or against the question before the Board unless the Director provides an explanation for abstaining. Upon request of a Director a roll call vote will be taken.
- B. The President may debate, make motions and vote. All officers are Directors and therefore are subject to the same voting requirements described in A.4.

C. GVR Members shall be permitted to address the Presiding Officer to provide input, subject to the following protocols:

1. Member comments shall be addressed to the Presiding Officer and shall not address the actions of one or more individual Directors.
2. No member may speak until recognized by the Presiding Officer. No member may interrupt another member while he/she is speaking.
3. Members shall act in a courteous and civil manner. Any person making disruptive or threatening remarks or actions during a meeting may be barred by the Presiding Officer from further attendance at that meeting unless permission is granted by a majority vote of the Directors present.
4. A member must identify himself/herself by name and provide his/her GVR number or GVR property address prior to addressing the Presiding Officer.
5. Members are encouraged to provide written comments in addition to verbal remarks.
6. Members may speak to action items being considered at each Regular or Special Meeting after all Directors have had an opportunity to speak to the issue and for no more than two (2) minutes, unless additional time is allotted by the Presiding Officer.
7. Members may speak for no more than two (2) minutes on any GVR-related issue ~~prior to the Consent Agenda~~ and prior to adjournment of each Regular or Special Meeting, unless additional time is allotted by the Presiding Officer. This is an opportunity for members to provide comments but not an opportunity for members to engage in questions and answers with Directors or staff. If members have questions for the Board, they are encouraged to submit their questions in writing, preferably through the Board email at Board@gvrec.org.
8. The Presiding Officer shall determine in his/her sole discretion that a member's conduct violates any rules of proper protocol for receiving member comments at Board meetings, the Presiding Officer may require the member to leave the meeting or move to recess or adjourn the meeting.

2.3.3

Agenda Scheduling and Preparation

- A. The agenda shall outline the established order of business.
- B. Items should only be added to the agenda once the following are considered:
 1. Does it conform to GVR's mission and Strategic Plan?
 2. Is it urgent or have time considerations?
 3. Does it affect the GVR membership?

- 4. Is it a special interest?
- 5. Is it worth Board discussion at this time?
- 6. How will staff time and other priorities be impacted?
- 7. Is there another way to handle the request?
- C. Items for agenda consideration must be submitted to the President and CEO (or the respective designee) by 12pm (noon) six (6) business days prior to the date of the Board meeting. If the deadline for item consideration is not met, the item will be placed on the next Regular Meeting agenda **Director Johnson's Idea: unless it has been determined it would result in Fiscal penalties or delay on action on a project. STAFF disagrees and does not want a definition added due to the unknowns of what happens at GVR – too prescriptive.** If during the approval section of the agenda a majority of Directors support removal or addition of any item(s) it will be **removed changed.**
- D. Board Reports or any requested actions submitted by Directors must include any background materials, recommended action, a written motion, and rationale required for an understanding of the issue.
- E. A proposed meeting agenda is developed by the Board President and CEO by close of business six (6) business days prior to the Board meeting.
- F. Three (3) business days prior to the Board meeting the agenda material will be sent to the Board, posted on the GVR website, and sent to members via an eBlast. Any meeting materials for items on the published agenda not included in the Friday distribution shall be emailed to the Board as soon as available and posted online **Director Johnson's Idea: As supplemented meeting materials as part of meeting section on the GVR website the Agenda. STAFF suggests: as a Revised Agenda with a * indicating the additions, deletions, or changes.** The agenda shall be made available to GVR Members at the Board meeting in hard copy and updated on the GVR website.

2.3.4

Minutes and Recordings of Board Meetings

- A. The CEO's designee shall take minutes at Regular, Work Session, Special Board, Annual Meetings, and Executive Sessions unless decided otherwise.
- B. Minutes shall be retained permanently with other corporate documents in a secure location and shall be available to the members online and when requested (excluding Executive Session minutes).
- C. Minutes of the Board meetings shall contain all motions made, the name of the motion maker and seconder. The method and outcome of the votes taken will list the names of voting Directors in the minority of each vote as well as any Director abstaining from said vote. Committee reports which are "informational only" will not be summarized in the minutes.

These reports will be noted "received and placed on file." Member comments are not part of the minutes. **Director**

Johnson's Idea: Minutes from work sessions shall include a summary of key highlights only since no action is taken at these meetings. **STAFF** would prefer it to say: Minutes from Work Sessions shall include highlights of discussions. (This should go before "Committee Reports sentence.")

- D. DRAFT Board minutes shall be posted to the website prior to formal approval by the Board.
- E. Recordings of all open Board meetings shall be available to the membership for one (1) year and then archived in the custody of the CEO's designee in the Administrative Office.



Green Valley Recreation, Inc.

Board of Directors Work Session

MOU Recommendation from Ad Hoc Committee

Prepared By: Nanci Moyo, Admin. Sup.

Meeting Date: January 14, 2026

Presented By: Kathi Bachelor, President

Consent Agenda: No

Originating Committee / Department:

Ad Hoc Committee

Action Requested:

Review the Memorandum of Understanding (MOU) recommended by the Ad Hoc Committee to the GVR Board.

Strategic Plan:

GOAL 5: Provide sound, effective governance and leadership for the corporation

Background Justification:

At the August 27, 2025, Board of Directors Regular meeting, the Board approved an Ad Hoc Committee between the GVR Board and the GVR Foundation. One of the charges for this committee was having to do with the endowment program: 1) MAP program and working together to fundraise towards increasing the Foundation's Endowment Program for the GVR MAP.

At the November 19, 2025, Board of Directors meeting the Ad Hoc Committee was approved for an extension till November 2026 mainly to help work with GVR Foundation on the endowment program. The charge from this November 19, 2025, meeting having to do with the endowment program was: 1) A written agreement as to what is provided by each corporation, which would be provided to the GVR Board of Directors, for approval at the January Board Meeting. 2) Working together to provide a major fundraiser towards increasing the Foundation's Endowment Program for the GVR Member Assistance Program (MAP).

The Ad Hoc Committee met December 10 and January 8 to work on the MOU. The Board will review and discuss the MOU at this Work Session. The MOU recommendation for approval will be at the Board of Directors Regular Meeting on January 28, 2026.

Board Options:

- 1) Review and amend, if necessary, the MOU and consider approval at the January Board of Directors Regular Meeting.
- 2) Provide alternative direction.

Staff Recommendation:

Option 1

Attachments:

- 1) MOU Draft from Ad Hoc Committee Meeting of January 8, 2026

MEMORANDUM OF UNDERSTANDING
Between
GVR Foundation (Foundation) and Green Valley Recreation Inc. (GVR)

1. Purpose

This Memorandum of Understanding (“MOU”) outlines the responsibilities, commitments, and cooperative relationship between the GVR Foundation, herein referred to as “The Foundation”, and Green Valley Recreation Inc., herein referred to as “GVR” and “collectively” “the Parties” for planning and implementing a joint \$1,000,000 capital fund-raising campaign (“the Campaign”) for the Member Assistance Program (MAP) Endowment

The Foundation is an Internal Revenue Code 501(c) (3) tax-exempt, nonprofit charitable organization established in 2015. It is distinct from GVR. The Foundation’s mission is “enhancing the quality of life for GVR members and the greater Green Valley community through connecting resources for those in need with those who care.” It focuses on charitable giving to enhance and support the community through programs, advocacy, and financial support that promote health and wellness for residents in the Green Valley, Arizona area.

GVR is an Internal Revenue Code 501(c) (4) civic organization whose purpose is to provide recreational, cultural, and educational programs for the enjoyment of GVR Members and their guests.

The parties involved agree to work together to raise funds that will support the MAP Endowment. This endowment is designed to ensure a sustainable funding source for the MAP program, which currently provides financial assistance to GVR members who need help paying their annual GVR dues.

2. Roles and Responsibilities

A. Joint Responsibilities

Both Parties agree to:

1. Approve the overall Campaign strategy, marketing materials, and messaging.
2. Identify donor prospects from both organization’s networks.
3. Review campaign progress monthly or at other times agreed to by the Chairs of the Ad Hoc Committee.

4. Ensure compliance with all legal and ethical fundraising standards.

B. Responsibilities of the Foundation

1. Serve as the **fiscal agent** for the Campaign, including:
 - o processing donations
 - o issuing tax receipts
 - o maintaining financial records
2. Manage the Campaign database and donor tracking system. This does not include GVR providing member donors' private information to the Foundation.
3. Provide funding to support the Campaign expenses, including but not limited to postage, printing, refinement of website, and other in-kind administrative support as budgeted by The Foundation for the campaign.
4. Coordinate community engagement, outreach, and public relations activities with GVR.
5. Hire and manage a fundraising consultant, if necessary, solely at The Foundation's expense.
6. Be solely responsible for thanking donors.
7. Participate in and support the solicitation of major donors

C. Responsibilities of GVR

1. Provide Campaign volunteer leadership through Board participation.
2. Assists in recruitment of volunteers from its membership to serve on the Campaign Steering Committee.
3. Assist with community engagement, outreach, and public relations activities, specifically by and limited to eblasts, GVRNow!, website announcements, and facilities for meetings and related events.
4. Assist with the planning and providing space for donor events, if any.
5. Promote the Campaign across its membership and stakeholder groups through joint communications such as the GVR eBlast, and GVRNow! and public service announcements

including video on Center monitors (monthly news bulletin) and email communications to members.

6. Revise the GVR website to promote the MAP program and the Endowment Campaign.
7. Host regular Campaign Committee meetings.
8. Support the solicitation of major donors.

3. Governance Structure

1. Ad Hoc Committee will serve as the oversight committee
2. Campaign Steering Subcommittee will consist of the members of each Party and other community representatives approved by the Ad Hoc Committee. The Committee will:
 - Set strategic direction
 - Approve campaign phases, timelines, and materials
 - Oversee progress toward the \$1,000,000 goal
 - Serve as ambassadors promoting the campaign
 - Lead solicitation efforts and help at special events, such as the GVR Showcase
 - Identify and write grant applications
 - Support donor cultivation
 - Create additional work groups that can assist in carrying out the Campaign responsibilities

4. Financial Management

1. All Campaign donations will be directed to The Foundation as the designated fiscal agent.
2. Campaign funds will be used exclusively for approved MAP Endowment purposes.
3. A campaign budget will be reviewed and monitored by the Parties
4. Both Parties will have access to monthly Campaign financial reports.

5. Confidentiality

Both Parties agree to maintain strict confidentiality regarding:

- Donor information, unless authorized by the donor
- Financial data of donors

Confidential information will not be shared outside the Parties without written consent.

6. Public Communications

All public announcements, printed materials, media releases, and marketing content related to the Campaign must be:

- Approved by the Ad Hoc Committee
- Consistent with jointly established messaging
- Released only through mutually agreed channels

7. Duration and Termination

This MOU becomes effective on the date signed and will remain active until:

- Completion of the campaign
- Disbursement of all funds
- Submission of a joint final report

Either Party may terminate the MOU with **30 days' written notice**, provided that:

- Both Parties agree on the wind-down process
- Financial obligations are fulfilled
- Donor commitments are honored

8. Amendments

This MOU may be amended at any time by mutual written agreement of both Parties.

9. Signatures

GVR Foundation

By: _____

Name: _____

Title: _____

Date: _____

Green Valley Recreation Inc.

By: _____

Name: _____

Title: _____

Date: _____



Green Valley Recreation, Inc.

Board of Directors Work Session

Voluntary Deeded Restriction

Prepared By: Nellie Johnson, Director

Meeting Date: January 14, 2026

Presented By: Nellie Johnson, Director

Consent Agenda: No

Originating Committee / Department:

Board of Directors

Action Requested:

Green Valley Recreation (GVR) has a financial model that relies on membership dues and the sale of homes, which generates a Membership Capital Fee (MCF) and Transfer Fee. Future growth in overall membership is limited due to a lack of available land for new housing developments, changing senior demographics, and a national trend where seniors may prefer renting over purchasing a second home.

Between 2015 and 2025, the total number of homes sold each year ranged from a low to a maximum of 875, with the average close to 875 sales annually. Currently, membership growth has averaged approximately 40 to 50 new members each year; however, for calendar year 2026, only about 20 new members are estimated.

The decline in revenue from these two sources places additional pressure on GVR to increase member dues to support its ongoing operations.

In light of these trends, over the past year, GVR staff and the Fiscal Affairs Committee (FAC) have reviewed potential revenue enhancement options to address these issues. One of the identified strategies involves encouraging homeowners who live within the GVR boundaries but are not currently GVR members to join. These households are referred to as Voluntary Deeded Households.

FAC recommended, as part of its budget proposals, seeking the board's guidance on its interest in establishing an installment plan to assist these Voluntary Deeded Households in paying the Membership Capital Fee and Transfer Fee.

Background Justification:

Green Valley was established in 1962 and is an unincorporated community. Approximately 80% of its residents are retirees aged 55 and older. The community consists of around 130 Homeowners' Associations (HOAs) that manage neighborhood standards, common areas, and community rules for their subdivisions.

Green Valley Recreation was incorporated as a not-for-profit corporation in 1979. Membership is based on the property being located within the GVR's corporate service area that has a deed restriction recorded requiring perpetual membership in GVR. Since 1979, most housing development corporations that built large subdivisions, such as Las Campanas, Canoa and San Ignacio, constructed large recreational centers that were eventually transferred to GVR, upon reaching certain home construction benchmarks. Upon purchase of a home in these areas, it included a mandatory deed restriction, thus resulting in automatic

membership in GVR at the time of sale of the homes. Most of the homes in zip code 85622 are mandatory deeded properties.

Before the formal GVR organization, some of the HOA communities in Green Valley had their own recreation clubs and facilities, such as pools and tennis courts. These HOAs require homeowners to budget for the maintenance of these amenities. Some of these HOA's transferred these amenities (clubhouses/pools) to GVR. These owners could select to "voluntarily" change their property deed, resulting in the property being part of GVR membership in any future sale of the home. Most of these homes are located in zip code 85614.

HOAs define age limitations within their communities, with many restricting residency to individuals aged 55 and over, while others have no age restrictions.

Voluntarily Deeded Properties:

Of the 130 current Homeowners Associations (HOAs) in Green Valley, 44 do not require automatic membership in Green Valley Recreation (GVR) when a home is sold. Most of these HOAs were established between 1962 and 1979. In an effort to increase membership, GVR expanded its boundaries in 2015 to allow additional subdivisions to join. Most of the HOAs added were non-age-restricted communities. This expansion primarily includes the newer subdivisions located on the east side of the railroad tracks, extending toward Madera Canyon. The chart below provides a breakdown of the voluntary deeded properties as of 2025 and the GVR membership status for each category. Attachment A is a map of these areas and Attachment B offers a more detailed listing by HOA.

Description	# of lots	GVR Members as of 12/2025 /Combo lots	Open lots
1. Age Restricted	5434	+3355	2079
2. NonAged restricted	944	303	641
TOTAL	6378	3658	2720

Financial Opportunities:/ Options

GVR benefits financially from an increase in membership through higher annual dues and the sale or transfer of homes to GVR, which generates a capital and transfer fee. For the calendar year 2026, the annual dues are set at \$545, a capital fee of \$3,200 and a transfer fee of \$470. Over the past two years, approximately 12 to 15 owners of voluntary deeded property owners have joined GVR each year.

During the development of the budget, GVR staff and the FAC discussed options to encourage the voluntary deeded property owners to join GVR by increasing marketing and outreach, waiving the capital fee for a period of time, and offering an installment payment plan for these two fees. Each option is summarized below.

- a. ****Marketing and Outreach:**** Over the past three years, GVR has implemented several marketing initiatives. For example, GVR sets up a table at its annual Showcase Event to promote its offerings. In 2022, following the reopening of the East Center Pool, GVR allocated \$10,000 for a one-time packet to be sent out to local households. Although this

effort did not increase membership, it may have raised awareness about the benefits of joining GVR. Currently, GVR reaches out to new homeowners and offers them a two-day guest pass to encourage exploration of the advantages of GVR membership. This direct outreach has helped maintain an annual growth rate of 12-15 new members. At the FAC meeting, a suggestion was made to engage with selective homeowners' associations (HOAs) to discuss membership options or to conduct focus groups to identify the barriers to joining GVR.

- b. **Waiver of Membership Capital Fee:** Another approach considered was to waive the capital fee as a one-time promotional effort, effectively securing the property's permanent membership in GVR. However, FAC members raised concerns about the fairness of this strategy and potential legal issues related to its time-sensitive nature.
- c. ****Offer an Installment Payment Plan for the Payment of the Membership Capital Fee*and transfer Fee.**

This option involves exploring the implementation of an installment plan that allows individuals to pay the capital and transfer fees over a period of five years. In 2023, staff consulted with local banks regarding this option; however, they expressed no interest due to the program's size. If GVR decides to proceed with this installment plan, it would be need to manage the program internally. Currently, GVR offers a monthly installment plan for GVR dues so it has some experience with the concept.

An administrative fee could be charged to offset the costs of the credit and background check. Marketing could be limited through direct outreach to the HOA's through the use of volunteer ambassadors to attend the HOAs' meetings or assist with staffing the membership table at the GVR Showcase. There would be some staff costs for managing the 27 applications each year and billing,

To minimize collection issues, any failure to make the annual installment payment could be deemed a major violation for enforcement purposes, leading to the suspension of the individual's GVR membership until the fee is paid. Legal review needed/Corporate Policy Manual Change)

Attachment C displays the revenue opportunities projected over 5 years. Although initial revenue is modest in the early years, it is expected to increase as the GVR generates an additional new capital and transfer fee every 7 years, based on its estimated turnover and sales.

Assuming 1% participation each year or a total of 5% of the total 2720 remaining voluntary deeded properties, this option would increase membership by 130, resulting in an estimated \$86,000 increase annually in membership dues. More importantly, when the homes are sold, they are expected to generate an additional \$557,000 in capital and transfer fee revenue at the time of each sale. Since homes typically change ownership every seven years, this revenue will be generated repeatedly with each sale.

Recommendation:

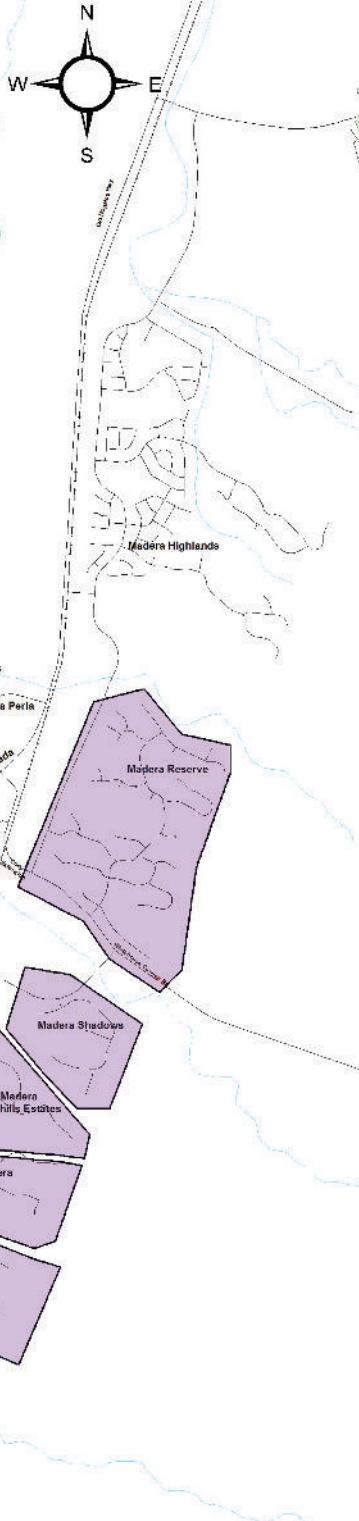
- 1) Direct GVR staff and the FAC to develop further details on the Installment Payment plan proposal for Cy 2026
- 2) Obtain more market research from the 44 HOAs regarding the current barriers to joining GVR.

Attachments:

- A) Attachment A: GVR Boundary Map
- B) Attachment B: Breakout of HOAs
- C) Attachment C: Financial Model



GREEN VALLEY RECREATION, INC.



Green Valley Recreation Membership

GVR Member Subdivisions

- GVR Mandatory Deed Restricted (Green)
- GVR Voluntary Deed Restricted (Orange)
- GVR Mandatory Deed Restricted/Non Age Restricted (Red)
- GVR Voluntary Deed/Non Age Restricted (Purple)

Arroyos



Golf Courses



Green Valley Recreation Centers



Railroad



Streets

0 0.25 0.5 1 1.5 2 Miles

Prepared by WSM Architects
March 2021

Attachment B. Voluntary deeded information From GVR Dec 2025

Sub2	Subdivision	#Lots	GVR	Combo	Available	Restrictions
			Lots	Lots	Lots	
1 0304	Casa Primavera/Canyon View L1-242	242	7	11	224	VDR
1 0054	CDLA-Highpointe	32	20	0	12	VDR
1 0151	CDLA-Springpointe- Blks-42 L 21-28	8	1	0	7	VDR
1 0053	CDLA-Viewpoint - L 1-102	101	16	0	85	VDR
1 0050	CDLA-Villages Of Gv-Need Blks	470	80	2	388	VDR
1 0004	Country Club Estates - L 1-224	260	192	0	68	VDR
1 0005	Country Club Estates 2 - L 1-256	261	236	1	24	VDR
1 0001	Country Club Vistas - L 1-229	229	185	0	44	VDR
1 0002	Country Club Vistas (2) - L 230-482	253	240	0	13	VDR
1 0006	Desert Meadows 1	197	194	0	3	VDR
1 0040	Esperanza Estates	368	165	16	187	VDR
1 0801	Fairways 1 L-1-235	235	207	2	26	VDR
1 0802	Fairways 2 L-237-474	238	204	2	32	VDR
1 0803	Fairways 3 L-475-763	289	249	0	40	VDR
1 0099	Green Valley Mobile Estates-Pueblo Estates	541	44	14	483	VDR
1 0330	Haven Villas East Lots 2 To 479	478	294	2	182	VDR
1 0030	Haven Villas West Lots 481 To 1153	672	487	1	184	VDR
1 0081	La Canada Desert Homesites Lot 1	80	72	0	8	VDR
1 3081	La Canada Desert Homesites Lot 3	47	44	0	3	VDR
1 0060	Madera Vista Townhomes L-1-104	104	103	0	1	VDR
1 0035	Paseo Tierra Townhomes (Casitas)	18	3	0	15	VDR
1 0134	SRS-De Anza Links II (Optional)	17	8	0	9	VDR
1 0082	Townhouse 1	50	45	0	5	VDR
1 0011	Townhouse 2	58	47	0	11	VDR
1 0013	Townhouse 4	134	120	0	14	VDR
1 0083	Townhouse 5	52	41	0	11	VDR
26	Subtotal Age Restricted	5434	3304	51	2079	
1 0222	Acres 1 - L 1-23	22	15	0	7	VDR-NA
1 0022	Acres 2 - L 1-112	112	85	1	26	VDR-NA
1 0810	Colonia Real L1-50	50	5	0	45	VDR-NA

1 0221	Foothills 1	18	11	0	7	VDR-NA
1 0021	Foothills 2	62	54	0	8	VDR-NA
1 0084	Green Valley Farms-Ranchettes	16	9	1	6	VDR-NA
1 0020	Green Valley Vistas	74	47	1	26	VDR-NA
1 0055	Madera Canyon TH -Casa De Abrego	43	4	0	39	VDR-NA
1 0080	Madera Foothills Estates L1-25	25	2	0	23	VDR-NA
1 3048	Madera Reserve I L1-130	130	18	2	110	VDR-NA
1 3049	Madera Reserve II L131-227	97	19	3	75	VDR-NA
1 3047	Madera Reserve L264-314	51	7	1	43	VDR-NA
1 0804	Madera Shadows/Madera Foothills Estates L26-67	42	5	0	37	VDR-NA
1 0652	Magi Estates L1-20	20	1	0	19	VDR-NA
1 3035	Malone Manor Tuc Unit 1 Blk 8-RR Villas	10	0	0	10	VDR-NA
1 0481	Pasadera L1-29	29	4	2	23	VDR-NA
1 0058	Valle Verde Townhomes (Resub) L1-88	88	1	0	87	VDR-NA
1 0045	Villas Santa Rita	55	5	0	50	VDR-NA
18	subtotal nonage restricted	944	292	11	641	
44	Grand total	6378	3596	62	2720	

#Lots GVR Lots Combo Lots Available Lots

Subtotal Age Restricted	85%	92%	82%	76%
subtotal nonage restricted	15%	8%	18%	24%

	#Lots	GVR Lots	Combo Lots	Available Lots
Aged Restricted	5434	3304	51	2079
NonAge Restricted	944	292	11	641
Total	6378	3596	62	2720

Attachment C: Five Year Projection for Voluntary Deeded Properties for Capital Fee/Transfer Installment Plan

		Total	Age Restricted	Nonage restricted							
Total Properties		2725	2083	542							
Member total		Capital fee	\$ 3,200								
Transfer		\$ 470									
total		\$ 3,670									
		Home Conversions									
Home Model		Pilot	Cy 2026	Cy 2027	Cy 2028	Cy 2029	Cy 2030				
		2725									
1% new			27.25	27.25	27.25	27.25	27.25				
total membership				27.25	54.5	81.75	109				
New properties		total	27.25	54.5	81.75	109	136.25	5%			
PAYMENT PLAN for PILOT /											
Financial model		Member	Total Payment		Cy 2026	2027	2028	2029	2030	2031	2032
MCF	Cy2026	3670	\$ 100,008	\$	20,002	\$ 20,002	\$ 20,002	\$ 20,002	\$ 20,002		
	Cy 2027	3770	\$ 102,733	\$	-	\$ 20,547	\$ 20,547	\$ 20,547	\$ 20,547	\$ 20,547	
	Cy 2028	3880	\$ 105,730			\$ 21,146	\$ 21,146	\$ 21,146	\$ 21,146	\$ 21,146	\$ 21,146
	Cy 2029	3990	\$ 108,728			\$ 21,746	\$ 21,746	\$ 21,746	\$ 21,746	\$ 21,746	\$ 21,746
	Cy 2030	4090	\$ 111,453						\$ 22,291	\$ 22,291	
Dues				\$	20,002	\$ 40,548	\$ 40,548	\$ 40,548	\$ 40,548	\$ 20,547	\$ 21,146
Cy 2026		545		\$	14,851			\$	-	\$	-
Cy 2027		575		\$	31,338			\$	-	\$	-
Cy 2028		597				48,805					
Cy 2029		618					67,362				
Cy 2030		637						86,729			
Grand Total				\$	34,853	\$ 71,886	\$ 89,353	\$ 107,910	\$ 127,277	\$ 127,277	\$ 127,277
Resale of House:		136.25							\$	557,263	

Net Gain

single member	Single	dues	545
		MCF/transfe	3670
			4215

Limit Marketing:

1. Single letter to call if interested; direct to Website
2. Target Market to HOA's that don't have any amenities: Fairfield; Country Club etc.
3. Attend HOA meeting; ask they send out to their mailing list