



Board of Directors

Agenda

Clubhouse Four

Tuesday, September 25, 2018

7:00 p.m.

- 1) Call to Order/Pledge of Allegiance
- 2) Roll Call
- 3) President's Comments
- 4) Announcements/Service Awards/Staff Commendation
- 5) Seal Beach City Council Member's Update
- 6) Shareholder/Member Comments

Note: Foundation Shareholder/Members are permitted to make comments before the meeting business of the Board begins. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\)](#).) Time limits, per speaker, are limited to:

- 4 - minute limit per speaker, when there are no more than 15 speakers
 - 3 – minute limit per speaker, 16 - 25 speakers
 - 2 – minute limit per speaker, over 26 speakers
- 7) Consent Calendar (pp. 1-2)
 - 8) Approval of Minutes
 - a) August 28, 2018 (pp. 3-20)
 - b) September 7, 2018 (Special) (pp. 21-22)
 - 9) Reports
 - 10) New Business
 - a) General
 - i) Accept 2019 GRF Operating Budget (Ms. Winkler, pp. 23-28)
 - ii) Trust Property Lease, Leisure World Trailer Club, Amendment to Agreement (Ms. Winkler, pp. 29-30)
 - b) Executive Committee
 - i) Amend Policy 5020-30, Organization of the Board (Ms. Fekjar, pp. 31-34)

- ii) Amend Policy 1001-30, Glossary of Terms (Mr. Pratt, pp. 35-40)
- c) Finance Committee
 - i) Accept August Financial Statements (Ms. Winkler, pp. 41-48)
 - ii) Funds Transfer Request – Liquid Reserve Funds (Ms. Rapp, pp. 49-50)
 - iii) CD Purchase Request – Investment Ladder (Ms. Hopewell, pp. 51-52)
 - iv) Financial Advisor (Mr. Lukoff, pp. 53-54)
- d) IT Committee
 - i) Adopt Policy 5118-34, Information Technology Services Committee Charter (Ms. Snowden, pp. 55-58)
 - ii) Rescind Policies 5046A-34, Records Disposition and 5046B-34, Records Management Request Form (Mr. Stone, pp. 59-62)
- e) Mutual Administration Committee
 - i) Rescind Policy 1110-33, New Resident Information (Mr. Moore, pp. 63-64)
 - ii) Amend Policies 2115-44, Distribution Business Services and 2115A-44, Distribution Business Services Form (Ms. Gerber, pp. 65-68)
- f) Physical Property Committee
 - i) Capital Funding Request – Bus Stop Signage (Ms. Rapp, pp. 69-72)
 - ii) Capital Funding Request – Roof Specifications, Administration and Amphitheater (Mrs. Perrotti, pp. 73-80)
 - iii) Reserve Funding Request – HVAC Replacement, Lapidary Room Clubhouse Four (Ms. Heinrichs, pp. 81-84)
- g) Security, Bus & Traffic Committee
 - i) Non-budgeted Operating Funds - Automated Citation System (Mr. Gould, pp. 85-118)
- 11) Staff Reports
 - Director of Finance’s Report – Ms. Miller
 - Executive Director’s Report – Mr. Ankeny
- 12) Board Member Comments
- 13) Next Meeting/Adjournment

GRF Board of Directors meeting, Tuesday, October 23, 10 a.m. Clubhouse Four

In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following August 2018 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of August 7, 2018
- Minutes of the Mutual Administration Committee Board Meeting of August 13, 2018
- Minutes of the Architectural Design and Review Committee Board Meeting of August 22, 2018

Using a consent calendar format, the GRF Board of Directors is requested to approve these Committee Board meeting minutes in one motion.

These Committee Board meeting minutes will be available on the Foundation's website for view after approval. If you would like a hard copy of the minutes, please see a staff member in the Administration Office.

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
August 28, 2018**

CALL TO ORDER

President Linda Stone called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:00 a.m., on Tuesday, August 28, 2018, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Diane Hart, Vice President of the Y's Service Club, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, Corporate Secretary reported that Directors Perrotti, R. Stone, Snowden, Pratt, L. Stone, Gerber, Gould, Hopewell, Rapp, Fekjar, Dodero, Winkler, Heinrichs, Findlay, Lukoff, and McGuigan were present. The Executive Director and the Director of Finance were also present. Director Moore was absent.

Sixteen Directors were present, with a quorum of the voting majority.

PRESIDENTS COMMENTS

Welcome everyone and thank you for coming and spending time with your Board of Directors. I moved to Leisure World on August 27, 1998 - 20 years ago yesterday. Boy, how things have changed in that time. But today, I would like to talk about a few (*and I mean just a few*) of the many wonderful things that have happened lately, beginning with the Globe and Main Entrance. It wasn't an easy project, there were a few bumps in the road along the way, but the project is now deemed to be complete. Remember when the globe was covered in white plastic for more than a year as experts tried to find ways to repair the 14-ton structure's weather-corroded, hand-cut continents and tubular steel?

It has taken years to finish, spanning four GRF presidencies, beginning in 2013 with President Mario Michaelides, President Ronde Winkler, from 2014-2016, President Carole Damoci in 2016-2017, and now, myself.

The final bill for the Globe and Main Entrance was \$480,966, \$44,512 under the budget of \$525,478, all monies taken from Reserves. For those interested in specifics, they can all be found on page 9 of the July 31, 2018 Financial Statement.

The landscaping is thriving, and the new monument signs are beautiful. The lights on the palm trees are spectacular at night.

With the renovated globe as its centerpiece, the community's gateway has never looked better. In fact, the City of Seal Beach is going to emulate our sign just down the road when they refurbish the old Seal Beach entrance sign at North Gate Road and Seal Beach Blvd. They are even using our Landscape Architect for the landscaping.

In 1962, Q.R.S. Inc., a Los Angeles sign company, built the original globe, which was considered a work of art. In the years since, the Orange County Historical Commission has designated it a local landmark. The Orange County Board of Supervisors called it one of 125 must-see landmarks in the county. And now it has the proper backdrop.

Next, I want to talk about Mission Park. I hope everyone has been over to see how beautiful the new multi-use courts, basketball hoop, picnic area and bocce ball court are. When you think back to the abandoned shuffleboard court and lawn bowling area that lay unused for nearly 20 years to what is now a new and vibrant area for our residents to use...what a transformation!

The Mission Park project began just a short time ago; in fact, the BOD approved the project in December 2017, not even a year ago. The grand opening will be September 10 with scheduled pickleball, bocce ball, basketball and, hopefully, badminton demonstrations. There will be entertainment and food available for purchase. Be sure to come and see this newest addition to the LW community. *By the way, it is NOT a dog park, in fact, dogs are not allowed.*

Later in this meeting you will see the signing of the lease with the new Health Care Center provider, Optum Care. This is a landmark event, an occasion that will prove to be of tremendous value to our community, with expanded services, new and innovative benefits and a fresh approach to the LW community's needs and desires for their health care. While we are sorry to see our agreement with Los Alamitos Medical Center end (they have been with us for 30 years), the BOD is excited to begin this new chapter with our new partners, Optum Care.

Lastly, I would like to mention another possible first for the LW Community, a Mutual merger. When Ross Cortese first developed Leisure World Seal Beach in the 1960s, he had the foresight to mention in some of the very early documents the idea of mergers of the independent Mutual Corporations. Jump forward 56 years and we see the strong possibility of this projection becoming reality. The Boards of Mutuals 15 and 16 are working together to combine their collective strengths of their Mutuals into a new, larger Mutual to better serve their shareholders. If all goes according to plan, this will be accomplished by January 2019.

To support this action, the GRF Finance Committee, at its August meeting, unanimously agreed to waive fees associated with the reissuance of Stock Certificates as required by a merger. I, on behalf of the BOD would like to thank the Boards of Mutuals 15 and 16 for all of their work in their joint venture.

And now on to the business at hand.

ANNOUNCEMENTS

The GRF Board of Directors met for Executive Session meetings on August 3 and August 17 to discuss legal and contractual matters.

SERVICE ANNIVERSARIES

One employee was recognized with a service award.

Jesus Gonzalez	Service Maintenance Department	20 years
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SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Council Member Sandra Massa Lavitt provided a recap of the Seal Beach Council meeting. City Council Member Sandra Massa Lavitt introduced Vicki Beatley Director of Finance and Steve Myrter, Director of Public Works, who spoke on water usage in Leisure World.

SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may enter into a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. ([Civ. Code §4925\(b\).](#)) Time limits, per speaker, are limited to:

- 4 minute limit per speaker, when there are no more than 15 speakers
- 3 minute limit per speaker, 16 - 25 speakers
- 2 minute limit per speaker, over 26 speakers

No members offered comments.

CONSENT CALENDAR – APPROVAL OF BOARD COMMITTEE MEETING MINUTES

In accordance with Civil Code 4090, the Foundation will make available a summary of the meetings where a quorum of the Board was present. A quorum of the Board was present at the following Committee meetings:

- Minutes of the Recreation Committee Board Meeting of July 3, 2018
- Minutes of the Security, Bus & Traffic Committee Board Meeting of July 11, 2018

APPROVAL OF BOARD MEETING MINUTES

The minutes of the July 24, 2018 and Special July 30, 2018 meetings were approved, as presented.

REPORTS

The Los Alamitos Medical Center Advisory Board did not meet in August.

The Chair of the Management Services Review Ad hoc Committee presented a report on the progress of the Ad hoc Committee.

The Chair of the Strategic Planning Ad hoc Committee presented a report on the progress of the Ad hoc Committee.

NEW BUSINESS

General

Lease, Trust Property, Early Termination of Agreement

The Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists of the premises located at 1661 Golden Rain Road, Seal Beach, California, 90740 ("Premises"), sometimes referred to as the "Medical Center."

The primary use of the Premises identified as the Medical Center is a general use amenity in accordance with applicable policies and agreements to provide Health and Health Care related services.

Per Article VII, Section A of the Trust, the GRF Board has the sole authority over the use of Trust Property. Further, the GRF Board must act in a manner which represents the mutual benefit of all members of GRF.

On August 9, 2018, due notice (attached in agenda packet) was given by the Los Alamitos Medical Center to request early termination of the agreement between GRF and Los Alamitos Medical Center, which originated on December 28, 1988.

Optum Care has agreed to commence its agreement with GRF, which was to begin on December 1, 2018, on October 1, 2018, contingent upon the Board acceptance of Tenet's early termination of agreement.

Ms. Stone MOVED, seconded by Mr. Dodero and carried unanimously by the Board members present –

TO accept the early termination of the agreement between Los Alamitos Center and GRF, per the request dated August 9, 2018, attached (in the agenda packet), and authorize the President to sign the document.

Lease, Trust Property, Building Identified as the Medical Center

The Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists of the premises located at 1661 Golden Rain Road, Seal Beach, California, 90740 (“Premises”), sometimes referred to as the “Medical Center.”

The primary use of the Premises identified as the Medical Center is a general use amenity in accordance with applicable policies and agreements to provided Health and Health Care-related services.

Per Article VII, Section A of the Trust, the GRF Board has the sole authority over the use of Trust Property. Further, the GRF Board must act in a manner which represents the mutual benefit of all members of GRF.

On July 24, 2018, the Board approved a lease agreement between GRF and Optum Care. Following notification to all parties of the Boards action, on August 9, 2018, notice (attached in agenda packet) was given by the Los Alamitos Medical Center for early termination of the existing agreement to allow Optum Care to begin the lease of the Medical Center in time for annual open enrollment.

Ms. Stone MOVED, seconded by Ms. Hopewell and carried unanimously by the Board members present –

TO approve the amendment of the lease of Trust Property identified as the Premises, located at 1661 Golden Rain Road, Seal Beach, California, 90740, for a new term of five (5) years, October 1, 2018 to September 30, 2023, between the Golden Rain Foundation of Seal Beach and Optum Care, for the use of a portion of Trust Property as identified, per Optum Care proposal dated July 12, 2018, and terms and conditions of the attached agreement, and authorize the President to sign the agreement conditioned upon Optum Care submission of all documents required under the agreement.

Architectural Design and Review Committee

Capital Funding Request – Murals Installation, Clubhouse Four

At its regularly scheduled meeting on July 25, 2018, the Architectural Design and Review Committee (ADRC), duly moved and approved to recommend to the GRF Board of Directors

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approval of the installation of the murals in Clubhouse Four (examples attached), for a cost not to exceed \$5,000, Capital Funding, upon review by the Finance Committee for available funds.

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for this project and unanimously resolved Capital funding is available.

Ms. Heinrichs MOVED, seconded by Mr. Gould -

TO approve the installation of murals, for Clubhouse Four, for a cost not to exceed \$5,000, Capital funding.

One Director and the Executive Director spoke on the motion.

The motion carried unanimously by the Board members present.

Capital Funding Request – Administration/Amphitheater/LW Weekly Signage

At its regularly scheduled meeting on July 25, 2018, the Architectural Design and Review Committee duly moved and approved to recommend the GRF Board of Directors approve the installation of building signage, for a cost not to exceed \$10,000, per All American Sign Company quotation dated August 13, 2018, for the following buildings:

- Administration Building – two (2) signs, one (1) on the east end and one (1) on the south side
- Amphitheater – two (2) signs, one (1) at front and one (1) over the Amphitheater stage
- LW Weekly Building – one (1) sign at the front of building

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for this Capital project and unanimously resolved funding is available.

Ms. Fekjar MOVED, seconded by Ms. Rapp-

TO approve the installation of new building signage for the Administration Building - two (2) signs, Amphitheater – two (2) signs, and one (1) at the front of the LW Weekly Building, for a cost not to exceed \$10,000, Capital funding, and authorize the President sign the contract.

Four Directors spoke on the motion.

The motion was carried with five no votes (Gould, Heinrichs, McGuigan, Pratt, R. Stone).

Reserve Funding Request - St. Andrews South Median Landscape

At its regularly scheduled meeting on August 1, 2018, the Architectural Design and Review Committee duly moved and approved to recommend to the GRF Board of Directors, the approval of an expenditure not to exceed \$20,000, for planting of Median #2, to be consistent in general design with Median #3, on St. Andrews South.

The proposed request represents the same cost and amount of materials for the 195 linear foot section of Median #2 as used in the 135 linear foot section of Median #3, 30% reduction in expense.

- Median #3, cost per linear foot = \$148.15
- Median #2, cost per linear foot = \$102.56

Reserve funding in the amount of \$125,000 has been allocated for the five (5) Medians on St Andrews South.

Upon completion, ADRC would evaluate Median #2 to determine is any additional adjustments to the scope of work would be required to complete the landscaping of St. Andrews South within the established budget.

Ms. Hopewell MOVED, seconded by Mr. Dodero-

TO approve the planting of Median #2, to be consistent with Median #3, on St. Andrews South, in an amount not to exceed \$20,000, Reserve funding and authorize the President sign any applicable contract.

Eleven Directors and the Executive Director spoke on the motion.

The motion was carried with three no votes (McGuigan, Pratt, R. Stone) one abstention (Lukoff).

Tree Trimming, Trust Property

Ms. Rapp MOVED, seconded by Ms. Winkler carried unanimously by the Board members present—

TO remove agenda item 10.b.iv. Tree Trimming, Trust Property.

Finance Committee

Accept July Financial Statements

At the regularly scheduled meeting of the Finance Committee on August 20, 2018, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the July 2018 financial statements for audit.

Ms. Snowden MOVED, seconded by Ms. Hopewell-

TO accept the July 2018 financial statements for audit.

One Director and the Director of Finance spoke on the motion.

The motion was carried unanimously by the Board members present.

Liquid Reserve Funds

At the regularly scheduled meeting of the Finance Committee on August 20, 2018, the members discussed the liquid funds held in various financial institutions and noted the balances in some of the financial institutions exceed the FDIC insurance limit and, therefore, are not in compliance with Policy 5520-31 – Reserves. When reviewing liquid funds, the Committee took into consideration the additional liquidity gained from investment maturities in August as well

Following a discussion on liquid funds held at First Foundation Bank exceeding the \$250,000 FDIC insurance limit, the Committee approved a recommendation to the GRF Board to approve a transfer of \$1,000,000 in Reserve funds from the First Foundation Bank Business Maximizer account to the Money Market Reserve account at US Bank and to establish an account with US Bancorp for investing funds, in accordance with Policy 5520-31 – Reserves.

Ms. Winkler MOVED, seconded by Ms. Hopewell-

TO approve a transfer of \$1,000,000, in Reserve funds, from the First Foundation Bank Business Maximizer account to the Money Market Reserve account at US Bank, and to establish an account with US Bancorp for investing funds, in accordance with Policy 5520-31 – Reserves.

Three Directors and the Director of Finance spoke on the motion.

The motion was carried unanimously by the Board members present.

Information Technology Committee

Non-budgeted Operating Funding Request – Workstations and Windows 10 Upgrades

At its regularly scheduled meeting on August 21, 2018, the IT Committee was advised by the IT Systems Analyst that in order to support the Windows 10 upgrades, the workstations would also have to be upgraded.

At its regularly scheduled meeting on August 20, 2018, the Finance Committee (FC) determined

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that non-budgeted Operating Funding, in an amount not to exceed \$8,750, is available for workstation and Windows 10 upgrades for staff.

Ms. Snowden MOVED, seconded by Mr. Gould-

TO approve the purchase of 10 workstations, 10 solid state hard drives, and 55 Windows 10 licenses, non-budgeted Operating funding, for Workstation & Windows 10 upgrades, in an amount not to exceed \$8,750.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Approve Contract - Copy Machine, Supply & Copy Office

At its regularly scheduled meeting on July 17, 2018, the IT Committee reviewed the proposal to exchange the model 951 copier in the Copy & Supply Center for a newer model, at the same monthly cost of \$1,211.50, and extend the lease to align it with the model 2060 copier.

Mr. Pratt MOVED, seconded by Ms. Fekjar-

TO approve to the GRF Board of Directors authorize the exchange of the model 951 copier for a newer model and extend the lease to July 2022 to align with the model 2060 copier, at the same monthly cost of \$1,211.50.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Physical Property Committee

Capital Funding Request – Jim’s Gate

At its regularly scheduled meeting on August 1, 2018, the Physical Properties Committee duly moved and approved to recommend to the GRF Board of Directors, the approval of an expenditure not to exceed \$20,000, for modifications to Trust property identified as Jim’s Gate including but not limited for demolition as needed, installation of a new ramp and hand rails, required modifications to the gate and concrete walkway, St Andrews.

Proposal MJ Jurado	\$16,500
Estimate for Gate Opener	\$3,000

Contingency	\$500
Total	\$20,000

As a major portion of the project was located on Mutual One property, the Mutual Board, at its July 26, 2018 meeting, approved up to \$10,000 for the proposed project (attached in agenda packet).

At its regular meeting on August 20, 2018, the Finance Committee approved the allocation of \$10,000 of capital funds for the project.

Ms. Rapp MOVED, seconded by Mr. Dodero–

TO approve the proposed Jim’s Gate improvements and authorize the President to sign all applicable agreements, at a cost not to exceed \$20,000, project funding \$10,000 GRF Capital Funds, \$10,000 Mutual One, upon project completion, GRF to invoice Mutual One for 50% of the project cost.

Six Directors and the Executive Director spoke on the motion.

The motion was carried with four no votes (Lukoff, McGuigan, L. Stone, R. Stone).

Reserve Funding Request – Replacement of LED Lighting, Trust Property Parking Lots and Amphitheater Area

At its regularly scheduled meeting on August 1, 2018, the Physical Property Committee reviewed two (2) bids for the replacement of Trust property parking lot and Amphitheater area lights (Reserve Scheduling Asset ID 361). The Physical Property Committee duly moved and approved to recommend to the GRF Board of Directors to award a contract to Schlick Services to replace forty-five (45) light heads with LED light heads at Trust property parking lots and amphitheater outside areas, for a cost not to exceed \$20,393, (Exhibit A in agenda packet) after review by the Finance Committee for funding.

Quotes are as follows: Schlick Services - \$13,715 + \$6,678 = \$20,393 and Bergian Electric - \$21,823.

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for the acceleration of the replacement of light heads asset ID 361, and unanimously resolved Reserve funding is available.

Mr. Lukoff MOVED, seconded by Mr. Dodero -

TO award a contract to Schlick Services to replace forty-five (45) light

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heads, asset ID 361 with LED light heads upon Trust property parking lots and Amphitheater outside areas, in an amount not to exceed \$20,393, Reserve funding, and authorize the President sign applicable contracts.

Five Directors, the Executive Director and the Facilities Director spoke on the motion.

The motion was carried with one no vote (R. Stone).

Capital Funding Request – Mutual Administration Office Renovation

The Physical Property Department was tasked with obtaining the cost to reorganize the Mutual Administration work area, per the diagram (Exhibit A in the agenda packet). The Service Maintenance department estimates approximately 120 hours are needed for this task and \$600 for material to move walls, electrical and HVAC (Exhibit B in the agenda packet).

The cost of the work stations, by Talimar systems, is \$9,979.78, reusing some of the existing work station equipment as seen with a credit in their quote (Exhibit C in the agenda packet). It is recommended to add contingencies of \$1,000.

Service Maintenance	\$600
Talimar	\$9,979
Contingency	\$1,000

At its regularly scheduled meeting on August 1, 2018, the Physical Property Committee unanimously moved to recommend the GRF Board approve this project, pending Finance Committee review.

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for this Capital project, and unanimously resolved funding is available.

Ms. Gerber MOVED, seconded by Mr. Gould –

TO approve the reconfiguration of the Mutual Administration area, per the proposed plan (Exhibit A in the agenda packet), for a cost not to exceed a total of \$11,579, Capital funding, and authorize the President sign any applicable contract.

One Director spoke on the motion.

The motion was carried with one no vote (R. Stone).

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Reserve Funding Request – Sewer Pump, Clubhouse Two

The sewer pump lift station at Clubhouse Two experienced a failure of the electrical supply and components. The line supplying power to the lift station needed to be temporarily replaced until approval from Southern California Edison (SCE) for component replacement was granted. Schlick Services installed the temporary power to the equipment the day of failure and requested the information from SCE. The cost to install a new meter pedestal and replace the conduit and wire is \$13,880, per the attached estimate #2818, from Schlick Services. Staff recommends including a contingency of \$1,500, for a cost not to exceed \$15,380.

The Physical Property Committee unanimously moved to forward this request to the GRF Board for approval, pending Finance Committee review.

At its regular meeting on August 20, 2018, the Finance Committee reviewed available Reserve funding for this project, and unanimously resolved funding is available.

Mrs. Perrotti MOVED, seconded by Ms. Fekjar –

TO award a contract to Schlick Services, to install a new meter pedestal and replace the conduit and wire at the lift station at Clubhouse Two, for a cost not to exceed \$15,380, Reserve funding, and authorize the President sign the contract.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

The President called for a ten minute break at 11:40 a.m.

Recreation Committee

Non-budgeted Operating Funding Request – Long Table Placement, Clubhouse Four

Many of the long tables at Clubhouse Four are in poor condition and in need of replacement. At this time, the Recreation Department is requesting the replacement of 60 long tables. Quotes were solicited from three companies to purchase 60 long tables with the new lightweight tables used in most of the Clubhouses: SchoolOutlet.com - \$6,233.32, Kay-Twelve - \$6,337.40, and Foldingchairsandtables.com - \$7,397.03.

The above quotes include sales tax and shipping charges, with the lowest quote coming from SchoolOutlet.com, in the amount of \$6,233.32. No funds are available for this purchase at this time.

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On August 7, 2018 the Recreation Committee approved the purchase of 60 new long tables from SchoolOutlet.com, in the amount of \$6,233.32, and requested the Finance Committee review the budget for funds to make the purchase was requested.

At its August 20, 2018 meeting, the Finance Committee approved non-budgeted operating funds (Cost Center 54), in the amount of \$6,233.32, for the purchase of 60 new long tables from SchoolOutlet.com.

Mr. Pratt MOVED, seconded by Ms. Fekjar–

TO approve non-budgeted operating funds (Cost Center 54) for the purchase of 60 long tables, from SchoolOutlet.com, in the amount of \$6,233.32, and to authorize the Executive Director to initiate the purchase.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board members present.

Capital Funding Request – Library Shelving

At its regularly scheduled meeting on July 3, 2018, the Recreation Committee (RC) unanimously agreed to request the Finance Committee review available Capital funding for the purchase of new shelving for the Library. The Library has received a quote from Yamada Enterprises, in the amount of \$15,176.13; as this is a specialty product, no other competitive proposals are available.

At its regular meeting on August 20, 2018, the Finance Committee reviewed available funding for this Capital project, and unanimously resolved funding is available.

Mr. Dodero MOVED, seconded by Ms. Winkler –

TO purchase new shelving for the Library, in the amount of \$15,176.13, Capital funding and authorize the President to sign the contract.

Five Directors and the Executive Director spoke on the motion

The motion was carried unanimously by the Board members present.

Conceptual Approval – High School Volunteers

At the July meeting of the Recreation Committee, the Committee reviewed a request from Los Alamitos High School to explore student volunteer opportunities within the community. This

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request was presented to support: students gaining new skills for the workforce, adding to resume/college admissions documents, earning high school credits. Among the benefits to GRF: publicly demonstrate Leisure Worlds's commitment to volunteerism and build relationships within the region.

Ms. Rapp MOVED, seconded by Ms. Snowden –

TO approve the use of Los Alamitos high school student volunteers,
in areas to be approved by the Recreation Department.

Two Directors spoke on the motion.

The motion was carried unanimously by the Board members present.

Security, Bus & Traffic Committee

Non-budgeted Operating Funding Request – Dispatch Software

At the regularly scheduled August 8, 2018 meeting of the Security Bus and Traffic Committee, the Committee reviewed proposals for dispatch and incident report software and unanimously moved to forward a request to the Finance Committee for available Capital funding, and, upon securing funding, forward a request to the GRF Board.

The Security Department relies on a solely handwritten report and dispatch process. Incident reports are typed up before being disseminated. Tracking and retrieval of records is performed manually, which is time consuming and labor intensive. Analysis is performed manually. The current process is extremely inefficient and also prone to results being less than satisfactory.

The standard practice within the security discipline is use of report writing software, with cellular equipment being used in the field to make reports. These solutions bring efficiency, time saving and the ability to retrieve reports and information at a moment's notice. Security examined a number of solutions; our one criteria was the need for a dispatch module, which is not part of the majority of software offerings.

The search resulted in two companies: Omnigo and Track Tik (attached in agenda packet). Both solutions offer the required needs; Omnigo is sufficient for LWSB needs and is significantly more economical in its cost. Both require smart devices for field use.

At its regularly scheduled meeting on August 20, 2018, the Finance Committee determined \$7,000.00 non-budgeted Operating funding is available for the proposed project.

Mr. Gould MOVED, seconded by Mr. McGuigan –

TO approve the purchase of dispatch software, from Omnigo
software, in an amount not to exceed \$7,000, non-budgeted

Operating funding, and authorize the Executive Director to initiate the purchases.

Five Directors, the Executive Director and the Director of Security Services spoke on the motion.

The motion was carried unanimously by the Board members present.

Capital Funding Request – Front Gate Delineators

At the regularly scheduled August 8, 2018 meeting of the Security Bus and Traffic Committee, the Committee reviewed a proposal for gate delineators to replace existing traffic cones and unanimously moved to forward a request to the Finance Committee for available Capital funding, and, upon securing funding, forward a request to the GRF Board.

The current main gate delineators consist of several types of construction type cones, free standing post and delineators. These are subject to being blown over, and appear, unless new, dirty and inconsistent with the general appearance of the front entrance.

The Committee recommends replacing with yellow Poly Guide Post Delineators, with reflective materials. Holes to be set in patterns will enable posts to be moved for the different traffic flows during the day and evening hours. Cost: post holes and sleeves, including labor \$150.00 each x 26 = \$3,900; delineators \$ 53.70 each x 28 = \$1,503.60 (two spare).

At its regularly scheduled meeting on August 20, 2018, the Finance Committee determined \$5,500.00, Capital funding, is available for the proposed project.

Mr. Stone MOVED, seconded by Mr. Dodero–

TO approve the installation of main gate delineators, in the amount of \$5,500.00, Capital funding, and authorize the Executive Director to initiate the project.

Two Directors spoke on the motion.

The motion was carried unanimously by the Board members present.

Service Maintenance Committee

Adopt Policy 5170-47, Service Maintenance Committee

At its meeting on July 26, 2018, the Service Maintenance Committee recommended the Golden Rain Foundation (GRF) Board of Directors (BOD) adopt Policy 5170-47, Service Maintenance Committee, which sets forth the purpose, duties, and limitations of the committee.

Ms. Findlay MOVED, seconded by Ms. Rapp and carried unanimously by the Board members

present-

TO adopt Policy 5170-47, Service Maintenance Committee, as presented.

General

Appointment of GRF Representative for Mutual Fifteen

The Golden Rain Foundation (GRF) Board of Directors (BOD) received notification of the resignation of Mutual Fifteen (GRF) Director Robert Crossley on July 23, 2018, leaving the position vacant. Mutual Fifteen shareholders were advised of the vacancy and nominations were requested. At 4:30 p.m. on August 6, 2018, the nomination period closed with no nominations received at the Stock Transfer Office, as set forth in the application procedures.

Pursuant to Article VI, Section 6 of the GRF Bylaws, if no nominations are received, the GRF BOD shall appoint a Foundation member to serve.

Upon consultation with Mutual Fifteen, Phil Friedman has been chosen to fill the vacancy. If approved, Mr. Friedman shall serve as GRF Director until June 2019 when the regular election for GRF Directors representing odd-numbered Mutuuls takes place.

Ms. Fekjar MOVED, seconded by Mr. Pratt and carried unanimously by the Board members present-

TO appoint Phil Friedman as the GRF Director for Mutual Fifteen, for the term ending 2019, to fill the vacancy created by the resignation of GRF Director for Mutual Fifteen Robert Crossley and to serve as a member of the Finance, IT Committees and the Management Services Review Ad hoc Committee.

CONTROLLER'S REPORT

The Finance Director provided a financial report earlier in the meeting

EXECUTIVE DIRECTOR'S REPORT

The Executive Director provided a written report for the Board and answered questions pertaining to it.

BOARD MEMBER COMMENTS

Seventeen Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned was at 12:37 p.m.

Suzanne Fekjar, Corporate Secretary
GRF Board of Directors
dfb 08.28.18

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SPECIAL BOARD OF DIRECTORS MEMBERS MEETING - GOLDEN RAIN FOUNDATION

September 7, 2018

In accordance with Article V, Section 3, of the corporation by-laws and pursuant to due notice being delivered to the Directors and shareholders, a special meeting of the Golden Rain Foundation (GRF) Board of Directors was called to order by President Stone at 1:00 p.m. on Friday, September 7, 2018, in the Administration Conference Room.

ROLL CALL

Following the roll call, Corporate Secretary Fekjar reported that Directors Perrotti, R. Stone, Snowden, L. Stone, Gerber, Gould, Hopewell, Rapp, Fekjar, Doder, Winkler, Heinrich, Findlay, Lukoff, Friedman, McGuigan, and Moore were present. Eighteen Board members were present, with a quorum of voting majority.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Corporate Secretary Suzanne Fekjar.

ANNOUNCEMENTS

The President had no announcements to make.

MEMBER COMMENTS

No shareholder/members offered comments.

Capital Funding Request - Exterior Painting of Medical Center Building

Ms. Rapp MOVED, seconded by Ms. Snowden and carried unanimously by the Board Directors present -

TO approve the exterior painting of Trust Property, identified as the Medical Center, in an amount not to exceed \$16,500 (\$14,500, Hutton Painting and \$2,000, for unforeseen contingencies), non-budgeted Operating Funds from the

Medical Center Cost Center (65), authorize the President to sign the contract with Hutton Painting, and further authorize the Chair of the Physical Properties Committee to approve any use of contingency funds.

BOARD MEMBER COMMENTS

Two Board Directors offered comments.

Ms. Rapp MOVED, seconded by Ms. Hopewell and carried unanimously by the Board Directors present -

TO adjourn the regular meeting and go into Executive Session.

The Executive Director and the Recording Secretary were excused at 3:40 p.m.

Ms. Hopewell MOVED, seconded by Ms. Rapp and carried unanimously by the Board Directors present -

TO return to open session.

The meeting was adjourned at 4:27 p.m.

Suzanne Fekjar, Corporate Secretary
GRF Board of Directors
dfb: 09.07.18



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: APPROVAL OF THE PROPOSED 2019 OPERATING BUDGET
DATE: SEPTEMBER 17, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on September 17, 2018, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors approval of the proposed 2019 operating budget (Exhibit A).

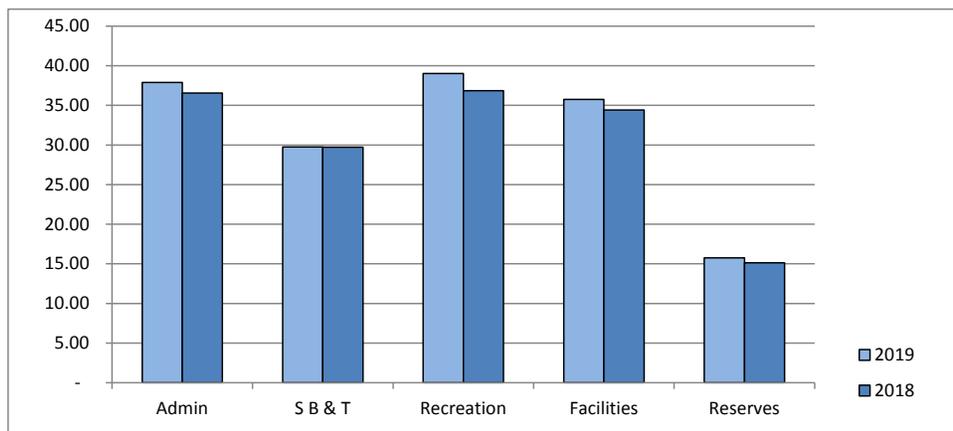
I move that the GRF Board of Directors approve the proposed 2019 Operating Budget, as presented in Exhibit A.

**Golden Rain Foundation
2019 Operating Budget**

	2019	2018	Change	Comments
A. Salaries, Wages & Commissions	\$ 8,275,057	\$ 7,925,590	\$ 349,467	4.11 add'l FTE; P4P from 0.05% to 0.95%
Payroll Taxes	692,363	671,435	20,928	Directly related to salaries, wages & comm.
Workers' Compensation	309,119	396,314	(87,195)	Assume 3% decrease in W/C rates
Insurance	957,900	939,156	18,744	Assume 7.5% increase over current actuals
Retirement	174,627	154,450	20,177	Based on current participation
Total Salaries, Wages & Benefits	\$ 10,409,066	\$ 10,086,945	\$ 322,121	
B. Community Entertainment	388,088	331,716	56,372	Rec events \$46K offset by revenue; Library \$9K
Election Expense	63,000	60,000	3,000	Additional ballots in 2019
Insurance	489,443	592,019	(102,576)	Assume high-end estimate from DLD
Maintenance	2,250,419	2,023,819	226,599	Janitorial \$115K; Landscape \$77K; Equip \$30K
Miscellaneous Operating Expenses	942,877	783,067	159,810	News outsource labor \$86K; Spec Events \$26K
Newspaper	378,422	399,302	(20,880)	Distribution (\$10); Printing (\$11)
Professional Fees	376,137	400,286	(24,149)	Legal fees (\$27,200)
Reserves	1,250,000	1,200,000	50,000	Per Board planning
Utilities	506,381	466,662	39,719	FTS reclassified to Telephone \$39K
Total Operating Expenses	6,644,767	6,256,871	387,895	
C. SRO Labor Recovery	1,496,391	1,496,391	-	
Rental Income - Onsite Sales	478,500	488,316	(9,816)	Less unit sales projected
Rental Income - Health Care Center	660,000	564,000	96,000	Based on new lease agreement
Rental Income - Other	57,000	36,000	21,000	CARE added offset by 10 mos less Superwire
Newspaper	1,130,504	995,879	134,625	Increase in sales offset by outsourced labor
Other Income	686,618	655,075	31,543	Increase in permit fees offset by less Superwire
Income from Other Sources	4,509,013	4,235,661	273,352	
Total Budget	\$ 12,544,820	\$ 12,108,155	436,664	
Per Apartment Per Month	\$ 158.20	\$ 152.70	\$ 5.50	

Golden Rain Foundation
With Monthly Unit Cost Comparison

Dept. Name	Wages & Benefits	Operating Cost	Total Cost	Other Income	Net Trust Cost	2019 Monthly per unit	2018 Monthly per unit	Monthly Change
Administration								
ADR Architectural Design & Review	-	300,136	300,136	900	299,236	3.77	2.82	0.95
MAC Mutual Administration	538,511	23,560	562,071	-	562,071	7.09	6.22	0.87
20 Human Resources	\$ 278,876	\$ 52,146	\$ 331,022	\$ -	\$ 331,022	\$ 4.17	\$3.78	\$ 0.39
22 Emergency Preparedness	19,615	3,652	23,267	-	23,267	0.29	0.30	(0.01)
29 Administration Building	-	33,484	33,484	-	33,484	0.42	0.42	-
30 Administration	458,169	590,746	1,048,915	78,256	970,659	12.24	12.89	(0.65)
31 Finance	794,712	228,901	1,023,613	9,716	1,013,897	12.79	12.44	0.35
32 Purchasing	256,698	19,508	276,206	18,000	258,206	3.26	3.37	(0.11)
33 Stock Transfer	238,875	123,586	362,461	285,090	77,371	0.98	0.80	0.18
34 Information Technology	181,298	213,867	395,165	600	394,565	4.98	3.97	1.01
36 News	568,808	528,750	1,097,558	1,131,673	(34,115)	(0.43)	0.27	(0.70)
39 Resales Office	-	5,770	5,770	478,500	(472,730)	(5.96)	(6.07)	0.11
44 Copy & Supply Center	\$ 94,302	\$ 87,296	\$ 181,598	\$ 7,500	174,098	\$ 2.20	2.08	\$ 0.12
55 Building 5	-	\$ 37,956	37,956	2,775	35,181	0.44	0.38	0.06
60 Health Care Center	-	-	-	660,000	(660,000)	(8.32)	(7.11)	(1.21)
Total Administration	\$ 3,429,864	\$2,249,358	\$ 5,679,222	\$2,673,010	\$ 3,006,212	\$ 37.91	\$36.56	\$ 1.35
Security and Transportation								
37 Security	\$ 1,591,077	\$ 94,128	\$ 1,685,205	\$ 15,000	\$ 1,670,205	\$ 21.06	\$ 21.15	\$ (0.09)
38 Bus & Transportation	515,483	172,823	688,306	-	688,306	8.68	8.58	0.10
Total Security & Transportation	\$ 2,106,560	\$ 266,951	\$2,373,511	\$ 15,000	\$ 2,358,511	\$ 29.74	\$ 29.73	\$ 0.01
Recreation Services								
35 Library	271,877	115,016	386,893	29,012	357,881	4.51	4.35	0.16
40 Recreation Management	\$ 452,871	\$ 137,577	\$ 590,448	\$ 54,600	\$ 535,848	\$ 6.76	6.19	\$ 0.57
45 Amphitheater	-	\$ 267,658	267,658	10,000	257,658	3.25	3.09	0.16
46 Golf Course	51,521	\$ 182,577	234,098	1,800	232,298	2.93	2.83	0.10
47 5.5 Acre Storage Area	-	\$ 14,393	14,393	46,000	(31,607)	(0.40)	(0.38)	(0.02)
48 Swimming Pool	77,966	\$ 62,667	140,633	-	140,633	1.77	1.76	0.01
49 Janitorial	-	\$1,309,108	1,309,108	3,000	1,306,108	16.47	14.92	1.55
51 Clubhouse 1	-	\$ 44,592	44,592	-	44,592	0.56	0.52	0.04
52 Clubhouse 2	-	\$ 45,036	45,036	-	45,036	0.57	0.58	(0.01)
53 Clubhouse 3	-	\$ 49,908	49,908	-	49,908	0.63	0.58	0.05
54 Clubhouse 4	-	\$ 50,076	50,076	-	50,076	0.63	0.63	-
56 Exercise Room	81,203	61,596	142,799	36,000	106,799	1.35	1.80	(0.45)
Total Recreation	\$ 935,438	\$2,340,204	\$ 3,275,642	\$ 180,412	\$ 3,095,230	\$ 39.03	\$ 36.87	\$ 2.16
Community Facilities								
70 Physical Property Management	\$ 1,265,736	\$ 48,826	\$ 1,314,562	\$ 143,000	\$ 1,171,562	14.77	14.06	\$ 0.71
74 Service Maintenance	2,382,465	131,004	2,513,469	1,496,391	1,017,078	12.83	12.89	(0.06)
75 Trust Property	289,003	2,350	291,353	-	291,353	3.67	2.78	0.89
79 Community Facilities	-	356,074	356,074	1,200	354,874	4.48	4.68	(0.20)
Total Property	\$ 3,937,204	\$ 538,254	\$ 4,475,458	\$1,640,591	\$ 2,834,867	\$ 35.75	\$ 34.41	\$ 1.34
Reserve Contributions	-	1,250,000	1,250,000	-	1,250,000	15.76	15.13	0.63
Total Trust Administration Cost	\$10,409,066	\$6,644,767	\$17,053,833	\$4,509,013	\$12,544,820	\$ 158.20	\$152.70	\$ 5.50



2019 GRF Budget Status
by Committee

ADRC	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
ADRC	ADR	299,236	223,247	75,989	34.0%	100%	0%	299,236	-
Communications									
Communications	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
News	36	(34,115)	21,771	(55,886)	-256.7%	98%	2%	(33,433)	(682)
Executive									
Executive	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
Human Resources	20	331,022	299,552	31,470	10.5%	50%	50%	165,511	165,511
Emergency Prep	22	23,267	23,877	(610)	-2.6%	100%	0%	23,267	-
Building 29	29	33,484	32,984	500	1.5%	100%	0%	33,484	-
Administration	30	970,659	1,022,343	(51,684)	-5.1%	90%	10%	873,593	97,066
Building 55	55	35,181	30,506	4,675	15.3%	100%	0%	35,181	-
Total		1,393,613	1,409,262	(15,649)	-1.1%	81%	19%	1,131,036	262,577
Finance									
Finance	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
Finance	31	1,013,897	986,764	27,133	2.7%	10%	90%	101,390	912,507
Purchasing	32	258,206	267,323	(9,117)	-3.4%	15%	85%	38,731	219,475
Resales Office	39	(472,730)	(481,657)	8,927	-1.9%	100%	0%	(472,730)	-
Health Care Center	60	(660,000)	(564,000)	(96,000)	17.0%	100%	0%	(660,000)	-
Reserve Funding	65	1,250,000	1,200,000	50,000	4.2%	100%	0%	1,250,000	-
Total		1,389,373	1,408,430	(19,057)	-1.4%	19%	81%	257,391	1,131,982
IT									
IT	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
IT	34	394,565	314,958	79,607	25.3%	75%	25%	295,924	98,641
MAC									
MAC	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
Stock Transfer	33	77,371	63,582	13,789	21.7%	5%	95%	3,869	73,502
Copy & Supply	44	174,098	165,257	8,841	5.3%	25%	75%	43,524	130,573
Mutual Administration	MAC	562,071	492,889	69,182	14.0%	0%	100%	-	562,071
Total		813,540	721,728	91,812	12.7%	6%	94%	47,393	766,146
Physical Properties									
Physical Properties	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
Physical Properties	70	1,171,562	1,114,556	57,006	5.1%	10%	90%	117,156	1,054,406
Community Facilities	79	354,874	370,724	(15,850)	-4.3%	75%	25%	266,156	88,719
Total		1,526,436	1,485,280	41,156	2.8%	25%	75%	383,312	1,143,125
Recreation									
Recreation	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
Library	35	357,881	344,695	13,186	3.8%	100%	0%	357,881	-
Recreation	40	535,848	490,966	44,882	9.1%	98%	2%	525,131	10,717
Amphitheater	45	257,658	245,203	12,455	5.1%	100%	0%	257,658	-
Golf Course	46	232,298	224,792	7,506	3.3%	100%	0%	232,298	-
5.5 Acre Storage Lot	47	(31,607)	(29,786)	(1,821)	6.1%	100%	0%	(31,607)	-
Pool	48	140,633	139,496	1,137	0.8%	100%	0%	140,633	-
Janitorial	49	1,306,108	1,182,744	123,364	10.4%	90%	10%	1,175,497	130,611
Clubhouse One	51	44,592	41,372	3,220	7.8%	100%	0%	44,592	-
Clubhouse Two	52	45,036	46,147	(1,111)	-2.4%	100%	0%	45,036	-
Clubhouse Three	53	49,908	46,218	3,690	8.0%	100%	0%	49,908	-
Clubhouse Four	54	50,076	49,735	341	0.7%	100%	0%	50,076	-
Clubhouse Six	56	106,799	142,574	(35,775)	-25.1%	100%	0%	106,799	-
Total		3,095,230	2,924,156	171,074	5.9%	95%	5%	2,953,902	141,328
SB&T									
SB&T	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
Security	37	1,670,205	1,676,816	(6,611)	-0.4%	20%	80%	334,041	1,336,164
Transportation	38	688,306	680,262	8,044	1.2%	80%	20%	550,644	137,661
Total		2,358,511	2,357,078	1,433	0.1%			884,685	1,473,825
Service Maint.									
Service Maint.	C/C	2019	2018	\$ Change	%	% TPM	% Mut	Trust	Mutual
Service Maint.	74	1,017,078	1,022,025	(4,947)	-0.5%	2%	98%	20,342	996,737
GRF Maintenance	75	291,353	220,220	71,133	32.3%	80%	20%	233,082	58,271
Total		1,308,431	1,242,245	66,186	5.3%	19%	81%	253,424	1,055,008
Totals									
		\$12,544,820	\$12,108,155	\$436,665	3.6%	52%	48%	\$6,472,870	\$6,071,950
	Month	1,045,402	1,009,013	36,389					
	Unit	\$ 158.20	\$ 152.70	\$ 5.50					

* Pending final Board approval

2019 Budget Cuts from Finance Committee - 8/30/2018

CC	Reduction Amt	Total PAMP
20	(2,359)	(0.03)
30	(144,786)	(1.83)
34	3,600	0.05
36	(3,000)	(0.04)
37	(13,853)	(0.18)
38	(44,942)	(0.57)
45	(50,000)	(0.63)
48	428	0.01
51	(2,008)	(0.03)
52	(2,008)	(0.03)
53	(2,500)	(0.03)
54	(1,943)	(0.03)
55	(4,928)	(0.06)
56	(40,496)	(0.51)
70	(1,000)	(0.01)
74	57,600	0.73
75	(62,600)	(0.79)
79	(4,445)	(0.06)
ADR	(85,000)	(1.07)
All	(50,591)	(0.64)
MAC	(4,856)	(0.06)
Total	(459,687)	(5.81)

GL Description	GL	Reduction Amt	Sum of PAMP
Rental Income	5395000	(36,000)	(0.45)
Continuing Education	6211000	(2,000)	(0.03)
Uniforms & Laundry	6217000	(3,000)	(0.04)
Office Supplies	6410000	(3,000)	(0.04)
Equipment Expense	6410020	(3,000)	(0.04)
Field Supplies	6410021	(2,000)	(0.03)
Telephone	6422000	1,771	0.02
Legal - Litigation	6434105	(10,000)	(0.13)
Legal/Fair Housing	6434120	(25,000)	(0.32)
Other Professional Services	6438000	(10,000)	(0.13)
Bldg Repairs & Maintenance	6471000	(20,424)	(0.27)
Equipment Repairs & Maint.	6472000	(9,996)	(0.13)
Equip Rep & Maint - Minibus	6472100	(32,855)	(0.41)
Landscape - Extras	6475600	(15,000)	(0.19)
Tree Trimming	6475605	(70,000)	(0.88)
Service Contracts	6478000	(128)	-
Computer Maint & Software	6481000	(1,440)	(0.02)
Community Entertainment	6481500	(50,000)	(0.63)
Propane - MiniBus	6483100	(468)	(0.01)
Salaries & Benefits	61XXXXX	(167,147)	(2.11)
Grand Total		(459,687)	(5.81)

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: TRUST PROPERTY LEASE, LWTC CLUB, AMENDMENT TO AGREEMENT
DATE: SEPTEMBER 11, 2018
CC: FILE

Correspondence, dated August 24, 2018 (attached), was received from the Leisure World Trailer Club, requesting amendment to the approved lease agreement (attached).

The proposed text of the amendment to Section V, LIMITATION ON USE, a, (i) to read:

“Stall Number L25, storage of the Clubs Office general-use trailer (~~events, cooking and camping supply trailer~~) for Clubs operations and storage of event, cooking and camping supplies.”

The First Amendment to the agreement is attached.

I move to approve the First Amendment to the Lease agreement between the Golden Rain Foundation and the Leisure World Trailer Club and authorize the President to sign the agreement.

First Amendment to Leisure World Trailer Club Agreement

Preamble and Recitals

This First Amendment to the Leisure World Trailer Lease Agreement (this "First Amendment") is entered on September ____, 2018, by the Golden Rain Foundations, a California non-profit Corporation, hereinafter referred to in this First Amendment as "Lessor" and Leisure World Trailer Club, a California Corporation, hereinafter referred to as "Lessee." Lessor and Lessee shall hereinafter be collectively referred to as the "Parties."

Recital

This First Amendment relates to the specific modification of the below-described provision of that certain Lease entered on August 6, 2018 (the "Lease"), by and between the Parties, providing for the use of Trust Property identified as Stall L25 with in the area commonly identified as the RV Lot. Said Lease is modified only in the provision described herein, and in all other respects and provisions, the Lease shall continue in full force and effect, except as so amended and modified.

Amendment to Lease

Section V. Limitation on Use, a) i. is amended and modified as hereinafter provided as said provision now provides in the original terms and provisions of the Lease, the same is/are deleted and said section as amended shall read as follows, to wit:

"Stall Number L25, storage of the Clubs Office trailer for Clubs operations and storage of Clubs event, cooking and camping supplies."

As hereinbefore provide, Lessor and Lessee each agree that, except as amended by this First Amendment, all provisions of the Lease shall continue to prevail in each and every respect.

The Parties have hereunto executed this First Amendment to the Leisure World Trailer Club Lease Agreement effective on the date hereinabove set forth at Seal Beach, California.

Leisure World Trailer Club
Dated: September ____, 2018

Golden Rain Foundation
Dated: September ____, 2018

By: _____
President, Leisure World Trailer Club

By: _____
President, Golden Rain Foundation



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: AMEND POLICY 5020-30, ORGANIZATION OF THE BOARD
DATE: SEPTEMBER 14, 2018

At its regular meeting on September 14, 2018, the Executive Committee moved to amend Policy 5020-30, Organization of the Board, to update the list of GRF Standing Committees.

I move to amend Policy 5020-30, Organization of the Board, as presented.

GOLDEN RAIN OPERATIONS**ORGANIZATION OF THE BOARD****AMEND****A. Members of the Board**

The Board has eighteen members, consisting of two representatives each from Mutual One and Mutual Two, and one representative from each of the other Mutuels.

B. Officers of the Board

President
Vice President
Corporate Secretary
Treasurer

C. Executive Committee of the Board

The Executive Committee shall consist of the elected officers of the Golden Rain Board and the chairpersons of the Recreation, Physical Property, and Mutual Administration committees.

D. Standing Committees

1. Architectural Design and Review Committee
2. Communications Committee
3. Executive Committee
4. Finance Committee
5. Information Technology Committee
6. Mutual Administration Committee
7. Physical Property Committee
8. Recreation Committee
9. Security, Bus & Traffic Committee
10. Service Maintenance Committee

E. Other Committees as Approved by the Board**Policy**

Adopted: 18 Jan 72
Amended: 17 Feb 76
Amended: 16 Aug 83
Amended: 18 Feb 97
(Feb 18)

GOLDEN RAIN FOUNDATION
Seal Beach, California

GOLDEN RAIN OPERATIONS

ORGANIZATION OF THE BOARD

AMEND

Amended: 15 Sep 09
Amended: 19 Apr 11
Changed: 27 Aug 13 (to update Committee title)
Amended: 23 Sept 14 (Effective Start of 2015/2016 Term)
Amended: 28 Mar 17 (Effective Start of 2017/2018 Term)
Reviewed: 09 Feb 18

(Feb 18)

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: AMEND POLICY 1001-30, GLOSSARY OF TERMS
DATE: SEPTEMBER 14, 2018

At its regular meeting on September 14, 2018, the Executive Committee moved to amend Policy 1001-30, Glossary of Terms, to further refine the glossary of GRF terminology.

I move to amend Policy 1001-30, Glossary of Terms, as presented.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES AMEND****Glossary of Terms**

Active Adult Community: A residential community with recreational and educational activities for active senior adults. Assisted living, independent, and skilled nursing services are NOT provided.

Age Restricted Community: A residential community for senior adults aged 55 or over under applicable State and Federal law.

Amenities Fee: A one-time fee paid to GRF for use of Trust Property, facilities, and amenities.

Assessment: A monthly or special payment paid by the Member to GRF and/or the Mutual in accordance with the law and governing documents.

Budget: Estimate of income and expenses for a given time.

Bylaws: One of the governing documents that pertains to matters such as membership meetings, voting rights, elections, meetings of the Board of Directors, appointment of officers, and similar administrative matters.

Capital Funds: Monies set aside for the purchase of capital or fixed assets.

Caregiver: Person providing physical support to a qualified resident.

CC&Rs: Covenants, Conditions, and Restrictions (Mutual 17).

Common Area: Describes that portion of a real estate development that is shared with respect to both use and title.

Condominium or Condominium Unit: Single, individually – owned housing unit in a multi-unit building (Mutual 17 only).

Co-Occupant: Approved person residing with the stockholder or condominium owner.

Cooperative Housing: An arrangement in which an association or corporation owns a group of housing units and the common areas for the use of all the residents (Mutuals 1–12 and 14–16).

Covenants: Formal agreements or promises set forth in a deed or Occupancy Agreement.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES AMEND****Glossary of Terms**

Default: Failure to do something required by duty, law, or governing documents.

Dwelling Unit or Unit: Residential units located within Seal Beach Leisure World, a stock cooperative or Mutual 17 (See Unit).

Eligibility: Satisfying the conditions for qualifying to reside within Seal Beach Leisure World (May be different in each Mutual).

Emotional Support Animal: Animals that provide a sense of safety, companionship, and comfort to those with psychiatric or emotional disabilities or conditions. California Civil Code 54.1.

Escrow: Process under which a legal document or property is delivered to a third person when a specified condition has been fulfilled.

Exclusive Use Common Area: Common Area designated for the exclusive use of one or more, but fewer than all of the Members and which is next to the Dwelling or Condominium Unit.

Golden Rain Foundation (GRF): Is a not for profit corporation that holds in trust, operates, and maintains the Trust Property facilities, streets and other certain improvements and amenities within the geographic area identified as Seal Beach Leisure World, for the benefit of the Members. GRF, under a management agreement, provides certain services to the Mutuels, such as administrative, financial, maintenance, and security.

Governing Documents: Articles of Incorporation, Bylaws, Occupancy Agreement, CC&Rs, and any other documents, and operating rules, which govern the operation of the associations.

Guest: See "Visitor".

Landlord Tenant Relationship:

1. Relationship between the Mutual stock co-operatives and the Members (Mutual 1-12 and 14-16).
2. Relationship where a Member leases the Unit to another qualified person (Mutual 17 only).

Leisure World: A geographic location within Seal Beach, California.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES AMEND****Glossary of Terms****Member:**

1. GRF Member - is a stockholder or condominium owner in Seal Beach Leisure World.
2. Mutual Member –
 - a. Mutual 1–12 and 14–16 – a shareholder/stockholder and a GRF member.
 - b. Mutual 17 – condominium owner and a GRF member.

Mutual Corporations (Mutual): Entities that own, manage, and operate independent residential communities.

Non-resident: Any person who does not legally occupy a Unit within Seal Beach Leisure World.

Non-resident Co-Owner: Any person who has an ownership interest in a Unit, but cannot legally reside within that Unit.

Occupancy Agreement: The agreement between a Mutual and Member(s), under the terms of which said Member(s) is entitled to possession of their respective Unit.

Occupancy: The legal act, state, or condition of holding, possessing, or residing in a Mutual Dwelling or Condominium Unit.

Occupant: A person legally residing in a Mutual Dwelling or Condominium Unit.

Operating Fund: Monies set aside for operating expenses.

Orientation: Required new buyers “in-person” meeting with Mutual Board Director(s) and Physical Property Inspector, to discuss Mutual Rules and expectations, review condition of Unit, identify standard and non-standard items, and answer new buyer(s) questions.

Owner: Refers to the owner of a Condominium in Mutual 17.

Pet: A domesticated animal as approved and defined in the Mutual Pet Policy.

Policy: Written rules and regulations of the respective corporations.

Procedure: A series of steps to be followed to accomplish an end result.

Qualified Member: See Member definition.

COMMUNITY OPERATIONS**USE OF COMMUNITY FACILITIES AMEND****Glossary of Terms**

Qualified Permanent Resident (QPR): As described in Civil Code 54.14.

Reserves and/or Reserve Fund: Monies set aside and identified for future repairs, replacements, or additional components.

Residential Purposes: To be used as a private dwelling and for no other purpose.

Security: Services provided for the benefit of residents pursuant to GRF Policy 3050-37.

Service Animal: An animal that is trained and certified to do work or perform tasks for an individual with a disability. See Civil Code 54.1.

Shareholder/Stockholder: Member to whom a Stock Certificate has been issued (Mutual 1-12 and 14-16).

Stock Certificate: Legal document evidencing ownership in the corporation (Mutual 1-12 and 14-16).

Title: Legal document showing ownership rights in property (Mutual 17).

Transfer: Changing ownership of a Stock Certificate for a Mutual Dwelling Unit.

Trust:

1. Relating to GRF: A legal document granting GRF the power, authority, and duty to manage and govern property held in common by the Mutuals.
2. Relating to Shareholder/Member: Legal document in which real and personal property is held and administered by the assigned Trustee(s).

Trustee: The person who has a legal duty to manage the Trust's assets in the best interests of the beneficiary(s).

Trust Property: Property held in common for the use and benefit of the Members and administered by The Golden Rain Foundation.

Unit or Dwelling Unit: Residential units located within a stock cooperative or Mutual 17 (see Dwelling Unit).

Visitor: A person invited by a Member to visit the Unit or Condominium. Visitors may not stay longer than 60 days in a twelve-month period and have very limited use of GRF facilities/amenities and must be accompanied by resident.

COMMUNITY OPERATIONS

USE OF COMMUNITY FACILITIES **AMEND**

Glossary of Terms

Policy:
Adopted: 24 Apr 18

**GOLDEN RAIN FOUNDATION
Seal Beach, California**



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE AUGUST FINANCIAL STATEMENTS
DATE: SEPTEMBER 17, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on September 17, 2018, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the August 2018 financial statements for audit.

Our Director of Finance, Carolyn Miller will give a recap of the August 2018 financial statements. At the end of the report, a motion will be made to accept the August 2018 financial statements for audit.

I move that the GRF Board of Directors accept the August 2018 financial statements for audit.

Financial Recap – August 2018

As of the eight-month period ended August 2018, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$298,958.

Major variances are:

Wages, Taxes & Benefits	265,092	Favorable: Wages \$28K; P/R Taxes \$46K; Workers' Comp \$92K; Group Ins \$84K; 401(k) Match \$15K
Temporary Agency Fees	(149,318)	Temporary help for key positions.
Professional Fees	34,010	Legal expenses less than budget
Facilities Rentals & Maintenance	39,428	Repairs & Maint. \$(2K); Landscape \$34K; Service Contracts \$7K
Property & Liability Insurance	100,176	Favorable: Actual premiums less than budget; Est. YE variance: \$129K
Other Income	118,578	Permits \$21K; Shipping recov. \$12K; Donations \$17K; Parking fines \$16K
News Advertising Income	(82,866)	Unfavorable: Budget was more optimistic than current advertiser interest

	Fund Balance	Allocated For 2018 Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$9,442,067	\$2,357,221	\$7,084,846	9

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$1,750,684	\$389,502	\$1,361,182	11

Total approved unbudgeted operating expenses were \$113,330 as of year-to-date.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	230,641	
1122000	Non-Restricted Funds	318	
	Receivables	807,729	
	Prepaid expenses	184,757	
	Inventory of maintenance supplies	576,200	

	Total Current Assets		1,799,644
	Designated deposits		
1211000	Contingency Operating Fund	154,000	
	Reserve Fund	9,442,067	
1212500	Capital Improvement Fund-GRF	1,750,684	
1213000	Liability Deductible & Hazard Fund	204,287	

	Total designated deposits		11,551,038
	Notes Receivable		
1411000	Notes Receivable	21,884	

	Total Notes Receivable		21,884
	Fixed Assets		
	Land, Building, Furniture & Equipment	36,882,628	
	Less: Accumulated Dep'n	(23,590,106)	

	Net Fixed Assets		13,292,522
	Other Assets		-----
	Total Assets		26,665,089
			=====

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	464,363	
	Project Commitments	1,090,545	
	Prepaid Deposits	11,075	
	Accrued payroll & payroll taxes	454,154	
	Accrued expenses	216,754	
	Accrued property taxes	120,040	

	Total Current Liabilites	2,356,931	
	Total Liabilities		2,356,931
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	500,000	
3212000	Reserve Equity	8,511,096	
3394000	Capital Fund Equity	1,591,110	
3310000	Beneficial Interest in Trust	10,998,801	

	Total Mutuals' Beneficial Interest		21,601,007
Membership interest			
	Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800	
	Additional paid-in-capital	4,852,639	

	Total Paid-in-Capital		6,462,439
Excess Income			
	Current Year	(612,477)	

	Total Excess Income		(612,477)
3920000	Dep'n & Amortization		(3,142,811)
	Net Stockholders' Equity		24,308,157

	Total Liabilities & Stockholders' Equity		26,665,089
			=====

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended August 31, 2018

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 12/31/2017	500,000	9,385,260	1,644,058	204,287	922	11,734,527
Funded: Assessments		800,000				800,000
Funded: Amenities Fees collected	(362)	535,263	535,263			1,070,526
Funded: M17 Lease Fees collected	(26)	5,707	5,707			11,414
Funded: Interest on Funds		40,070				40,070
Progress Payments on CIP						-
Expenditures		(1,218,175)	(449,344)			(1,667,518)
Commitments		(106,059)				(106,059)
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Donations			15,000			15,000
2017 Excess Income		-			-	-
Transfers to General checking	(346,000)				346,000	-
Interest Income Allocation						-
Net Monthly Activity					(346,605)	(346,605)
Balance 8/31/2018	154,000	9,442,067	1,750,684	204,287	318	11,551,356
Net Activity	(346,000)	56,807	106,626	-	(605)	(183,172)

**Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Month of August 2018**

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Liability Insurance Fund	Nonrestricted Funds	Total
Balance 7/31/18	500,000	9,538,218	1,808,593	204,287	8,758	12,059,857
Funded: Assessments		100,000				100,000
Funded: Amenities Fees collected	(55)	83,985	83,985			167,970
Funded: M17 Lease Fees collected	(1)	96	96			191
Funded: Interest on Funds		5,450				5,450
Progress Payments on CIP						-
Expenditures		(285,682)	(141,990)			(427,671)
Commitments						-
Replenish funds for Donated Assets						-
Net Monthly Claims						-
Donations			-			-
Disbursement to Mutuals						-
Transfers to General checking	(346,000)				346,000	-
Interest Income Allocation						-
Net Monthly Activity					(354,441)	(354,441)
Balance 8/31/18	154,000	9,442,067	1,750,684	204,287	318	11,551,356
Net Activity	(346,000)	(96,151)	(57,909)	-	(8,441)	(508,501)

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended August 31, 2018

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	230,959	256,702	(25,743)
Current Assets	13,350,682	13,804,574	(453,892)
Current Liabilities	2,356,931	2,759,916	(402,985)
Current Ratio	5.66	5.00	
Designated Deposits:	11,551,038	12,051,098	(500,060)
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,365,186	1,361,245	3,941	0.29
Expense	1,497,385	1,460,819	(36,566)	(2.50)
Net Materials Recovery(Pass Thru)			0	
Excess Income or (Expense)	(132,199)	(99,574)	(32,625)	
Year To Date	Actual	Budget	Variance	%
Income	10,919,461	10,835,343	84,118	0.78
Expense	10,830,939	11,045,779	214,840	1.94
Net Materials Recovery(Pass Thru)			0	
Excess Income or (Expense)	88,522	(210,436)	298,958	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2018
161.27	162.59	164.98

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: FUNDS TRANSFER REQUEST - LIQUID RESERVE FUNDS
DATE: SEPTEMBER 17, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on September 17, 2018, the members discussed the liquid funds held in various financial institutions and noted the balances in some of the financial institutions exceed the FDIC insurance limit and therefore are not in compliance with Policy 5520-31 – Reserves.

The Committee moved to recommend the GRF Board authorize the transfer of \$520,000 of reserve funds from First Foundation Bank to US Bank for the purposes of maximizing insured funds and to invest in higher yielding CDs with US Bancorp.

To approve a transfer of \$520,000, in Reserve funds, from the First Foundation Bank Business Maximizer account to the Money Market Reserve account at US Bank for the purposes of maximizing insured funds and to invest in higher yielding CDs with US Bancorp.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: INVESTMENT LADDER – CD PURCHASE REQUEST
DATE: SEPTEMBER 17, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on September 17, 2018, the members discussed terms and interest rates on CDs offered through US Bancorp. Additionally the Committee discussed the current investment ladder and reserve funds available for investing to fill in the gaps in the investment ladder.

Following this discussion, the Committee passed a motion to recommend the GRF Board authorize the purchase of five (5) CDs, at approximately \$245,000 each, with the terms of 10, 11, 12, 18 and 24 months, at rates in line with those indicated on the discussed Laddered Portfolio Sheet, ranging from 2.2% to 3%, for a total of approximately \$1,225,000 of Reserve funds.

To approve the purchase of five (5) CDs, at approximately \$245,000 each, with the terms of 10, 11, 12, 18 and 24 months, at rates in line with those indicated on the discussed Laddered Portfolio Sheet, ranging from 2.2% to 3%, for a total of approximately \$1,225,000 of reserve funds.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: FINANCIAL ADVISOR
DATE: SEPTEMBER 17, 2018
CC: FILE

At the regularly scheduled meeting of the Finance Committee on September 17, 2018, the Committee recognized the need to hire an investment advisor to manage the Reserve fund investment portfolio of the Golden Rain Foundation (GRF), in accordance with Policy 5520-31. An investment advisor has the expertise to maximize earnings while minimizing risks to the investment portfolio.

The Committee moved to recommend the GRF Board authorize the Finance Committee to hire an investment advisor for the purposes of managing the investment portfolio and use the additional revenue gained from the portfolio to cover the cost of the advisor's service.

I move that the GRF Board of Directors authorize the Finance Committee to hire an investment advisor for the purposes of managing the investment portfolio and use the additional revenue gained from the portfolio to cover the cost of the advisor's service.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: INFORMATION TECHNOLOGY COMMITTEE
SUBJECT: ADOPT POLICY 5118-34, IT COMMITTEE CHARTER
DATE: AUGUST 30, 2018
CC: FILE

At its meeting on August 21, 2018, the IT Committee recommended the GRF Board of Directors adopt Policy 5118-34, IT Committee Charter, which sets forth the purpose, duties, and limitations of the committee.

I move to adopt Policy 5118-34, IT Committee Charter, as presented.

GOLDEN RAIN OPERATIONS**COMMITTEE CHARTER****ADOPT****Information Technology Services (ITS) Committee**

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Information Technology Services (ITS) Committee and grants to the Committee authority specifically stated within the GRF governing documents, and policies or other authority as granted by the BOD or as stated within this policy.

In accordance with Article VIII of the Bylaws, committee chair and members shall be appointed by the GRF President and approved by action of the BOD in accordance with policy 5100-30.

1. PURPOSE:

Oversee the operation of the ITS Department;

2. DUTIES:

- a. Publish an agenda four (4) days in advance of Committee meeting;
- b. Elect a Vice-Chair at the first meeting;
- c. Meet with the ITS Department staff monthly or whenever such meetings are deemed necessary, unless cancelled by the chair;
- d. To be aware, through study and research, that the technical reporting, procedures and practices of the ITS Department, including the GRF website, all electronic communications and devices are maintained according to Industry Standards;
- e. Review monthly budget comparison for cost center 34;
- f. Assist the BOD in understanding the compliance with any contracts relating to information technology;
- g. Initial approval and recommendation to the Finance Committee of the annual budget for cost center 34 including Capital requests and upcoming Reserve replacements;
- h. Review policies for cost center 34 yearly and send recommended changes to the GRF BOD for approval; and
- i. Furnish a report at the GRF annual meeting.

3. LIMITATIONS:

It is to be recognized that the function of the Committee is to act in an advisory and consulting capacity.

GOLDEN RAIN OPERATIONS**COMMITTEE CHARTER****ADOPT****Information Technology Services (ITS) Committee**

Regulatory or supervisory activities affecting employed personnel are functions of Management and not to be encroached upon by any Committee Chairperson or member, either individually or collectively.

Committee does not have the authority to enter into written contracts or oral agreements with any third parties on behalf of the GRF BOD. Authority to authorize contracts and/or expenses rests solely with the BOD.

Policy

Adopted: 20 Mar 07

Amended: 21 Jun 16

Rescinded: 28 Mar 17

GOLDEN RAIN FOUNDATION

Seal Beach, California

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: INFORMATION TECHNOLOGY COMMITTEE
SUBJECT: RESCIND POLICIES 5046A-34, RECORDS DISPOSITION AND 5046B-34,
RECORDS MANAGEMENT REQUEST FORM
DATE: AUGUST 30, 2018

At its regularly scheduled meeting on August 21, 2018, the IT Committee moved to recommend the GRF Board of Directors rescind Policies 5046A-34, Records Disposition and 5046B-34 Records Management Request Form, as they are forms.

I move to rescind Policy 5046A-34, Records and 5046B-34, Records Management Request Form, as they are forms.

RECORDS DISPOSITION REVIEW & APPROVAL

The attached report is a listing of documents scheduled for destruction in accordance with Policy 5046-34, Records Management.

Indicate APPROVAL for destruction in entirety by signing below.

For any HOLDS print HOLD in signature block below and designate specific Record Locator #s for HOLD on the report.

All HOLDS will require approval of GRF President, Executive Director & Legal Council.

GRF Department Records Mgr. _____ date _____

GRF Committee Routing:

1. Committee X Chair _____ date _____

2. Committee Y Chair _____ date _____

3. Committee Z Chair _____ date _____

HOLD Approvals:

1. GRF President _____ date _____

2. Executive Director _____ date _____

3. Legal or other _____ date _____

Routing:

1. Copy to ITS authorizing update to EDM records disposition status as either DESTROYED or on HOLD.

2. Copy to offsite storage company as authorization to DESTROY OR HOLD documents.

NOTE: Invoice from storage company shall serve as certification of destruction of physical records.

REQUEST FOR DOCUMENT RETRIEVAL

Document Locator # _____ Record type: **Permanent** _____ Non-Perm _____

Requesting Department _____ Need by date _____

Reason for Retrieval: _____ Legal Action _____ Orig. doc legibility _____

Other: _____

Signature Dept. Records Mgr _____ Date _____

Permanent Record Retrieval approval: _____

GRF President

=====

Records retrieved from off site storage date _____

GRF records EDM system status updated _____

Records returned to off site storage date _____

GRF records EDM system status updated _____

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: RESCIND POLICY 1110-33, NEW RESIDENT INFORMATION
DATE: SEPTEMBER 10, 2018

At its regularly scheduled meeting on August 21, 2018, the Mutual Administration Committee moved to recommend the GRF Board of Directors rescind Policy 1110-33, New Resident Information. The Mutual Administration Committee will amend Policy 5165-33, Mutual Administration Committee Charter, to include documents to be reviewed annually, at the October Mutual Administration meeting.

I move to rescind Policy 1110-33, New Resident Information.

COMMUNITY OPERATIONS

RESIDENT COMMUNICATION

RESCIND

New Resident Information

The Welcome to Our Community Packet will be reviewed by the Mutual Administration Committee in January of every year.

Policy

Approved: 19 Oct 74
Amended: 11 Mar 85
Amended: 01 Jan 86
Amended: 09 Aug 00
Amended: 24 Nov 15

**Golden Rain Foundation
Seal Beach, CA**

(Nov 15)



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AMEND POLICIES 2115-44, DISTRIBUTION BUSINESS SERVICES AND 2115A-44, DISTRIBUTION BUSINESS SERVICES FORM
DATE: SEPTEMBER 10, 2018

At its regular meeting on September 10, 2018, the Mutual Administration Committee moved to amend Policies 2115-44, Distribution Business Services and 2115A-44, Distribution Business Services Form, eliminating accounts for clubs; clubs must pay copy and supply fees at the time of pick up.

I move to amend Policy 2115-44. Distribution Business Services and 2115A-44, Distribution Business Services Form, as presented, eliminating accounts for clubs; clubs must pay copy and supply fees at the time of pickup.

ADMINISTRATION**MUTUAL ADMINISTRATION****AMEND****Copy and Supply Center Business Services**

Photocopying and other business services are available in the Distribution Office for Foundation members and Mutual corporations during operating hours.

Fees for Services

See attached list of prices, 2115.A-44.

The photocopying of books is not permitted. The photocopying of copyrighted material is not permitted. Examples of copyrighted material include: newspapers, magazines, copyrighted photos, sheet music, stamps, GRF ID cards, GRF passes, money and stocks. The photocopying of materials is at owner's risk.

Payments will be collected when the service is rendered. Acceptable forms of payment are credit card, cash, and checks made out to Golden Rain Foundation.

Mutual Corporation Copy Service

The Mutual corporations carry accounts with the GRF Finance Department and may request copies be made in the Copy & Supply Center without making immediate payment. A log of charges will be forwarded monthly to the Finance Department and will include the name of the director who requested the copies, the date, number of pages, copy charges, and a copy description of the document that was duplicated.

The Finance Department will bill the Mutuals quarterly.

~~Community organizations and clubs are not permitted to carry accounts for copy service, with the exception of the Golden Age Foundation.~~

Policy

Adopted: 19 Dec 14
Amended: 27 Oct 15
Reviewed: 14 Feb 17
Amended: 22 May 18

GOLDEN RAIN FOUNDATION
Seal Beach, California

(May 18)

WELCOME TO THE GRF COPY & SUPPLY BUSINESS CENTER

562-431-6586 ext. 345

Copy and Supply Center Fees

For your convenience, the GRF Copy & Supply Center is here to assist you in your copying needs.

Effective June 1, 2018, the charges for copy services are as follows:

<u>Type of Copies</u>	<u>Type of Paper</u>	<u>Cost</u>
Black & White	white, 8 ½ x 11, 8 ½ x 14, or 11 x 17	\$0.08 per page
	colored paper - in stock, limited variety	\$0.13 per page
Color	white, 8 ½ x 11 or 8 ½ x 14 only	\$0.13 per page

Other Services

Cost

Booklets are maximum 35 sheets of paper to produce 140 page booklet	\$ 5.00 per booklet
Booklet white, 8 ½ x 11, folded, stapled, 4 images per page, max 140 pages	\$ 6.00 per booklet
Booklet white, 8 ½ x 14, folded, stapled, 4 images per page, max 140 pages	\$ 7.00 per booklet
Booklet white, 11 x 17, folded, stapled, 4 images per page, max 140 pages	\$ 0.50 per sheet
Brochure white 8 ½ x 11, tri-fold	\$ 0.02 per copy set
Stapled Copies	\$ 2.00 for up to 250 copies
Folding letters	\$ 3.00 for up to 500 copies
Notary Service: By Appointment (effective June 1, 2018) 562-431-6586 ext 345	\$15.00 per signature

The photocopying of copyrighted material is not permitted. Examples of copyrighted material include books, newspapers, magazines, copyrighted photos, sheet music, stamps, GRF ID cards, GRF passes, money, and stocks.

Acceptable forms of payment are cash, checks made out to *Golden Rain Foundation*, and credit card payments (\$10 min.).

~~With the exception of the Golden Age Foundation, community organizations, houses of worship, and clubs are not permitted to carry accounts for copy service. Fees must be paid at the time of pick up.~~

The Mutual Corporations will be billed quarterly. A log of charges will be forwarded to the Finance Dept. and will include the name and signature of the director who requested the copies, the date, number of pages, and copy charges.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST - BUS STOP SIGNAGE
DATE: SEPTEMBER 6, 2018
CC: FILE

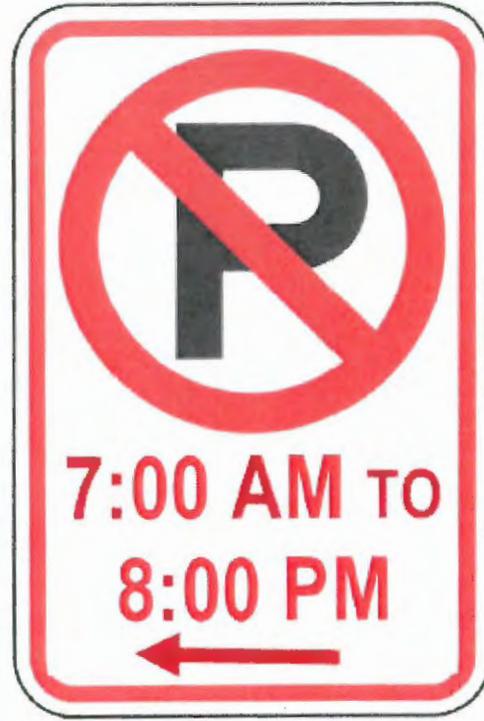
At its regularly scheduled meeting on September 5, 2018, the Physical Property Committee duly moved and approved to recommend the GRF Board of Directors award a contract to MJ Jurado to install bus stop signage at ten (10) locations, for a cost not to exceed \$6,500, pending Finance Committee review.

At its regularly scheduled meeting on September 17, 2018, the Finance Committee reviewed available funding for this Capital project, and unanimously resolved funding is available.

I move to award a contract to MJ Jurado, to install bus stop signage at ten (10) locations, for a total cost not to exceed \$6,500, Capital funding, and authorize the President to sign any applicable contracts.



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R7-2

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: CAPITAL FUNDING REQUEST - ADMINISTRATION AND AMPHITHEATER ROOFS
DATE: SEPTEMBER 6, 2018
CC: FILE

At its regularly scheduled meeting on September 5, 2018, the Physical Property Committee duly moved and approved to recommend the GRF Board of Directors award a contract to AWS to provide consulting services for the roofs at the Administration and Amphitheater building, including site visit to determine roof conditions, roofing options and budget estimates for selected roofs and provide a project manual with all necessary bidding documents and specifications for all bidders, in an amount not to exceed \$4,000, pending Finance Committee review.

At its regular meeting on September 17, 2018, the Finance Committee reviewed available funding for this Capital project, and unanimously resolved funding is available.

I move to award a contract to AWS to provide consulting services for the roofs at the Administration and Amphitheater building, including site visit to determine roof conditions, roofing options and budget estimates for selected roofs and provide a project manual with all necessary bidding documents and specifications for all bidders, for a cost not to exceed \$4,000, Capital funding, and authorize the President to sign any applicable contracts.

AWS CONSULTANTS INC
PROJECT MANAGEMENT AND CONSULTING FOR THE BUILDING ENVELOPE

Proposal and Agreement

AWS Consultants, Inc ("CONSULTANT"), at the request of, Golden Rain Foundation ("CLIENT") proposes to perform the following services relating to the property located at, Leisure World, Seal Beach, CA, a residential CID property: ("Premises"):

**RE: Project Administration and Consulting for Low Slope Roofing at 6 commercial buildings:
Administration Building and 5 buildings that surround the Amphitheatre:**

- A. AWS will provide Project Admin. / Consulting Services as follows:
1. Make a site visit to determine roof conditions at each subject building.
 2. Present "Good Better and Best" Roofing Options and Budget Estimates for selection by client.
 3. Prepare a Project Manual with all necessary Bidding documents and specs for all bidders
 4. Invite pre-qualified bidders to a pre-bid conference onsite to discuss scope of work
 5. Review bids received from client, evaluate and spreadsheet comparison for client
 6. Conduct a Bidder interview process to assist BOD in selecting the roofing contractor
 7. Provide the Construction Contract for all parties to sign with start and finish dates.
 8. Provide Quality Assurance Monitoring during work-in-progress, with daily reports.
 9. AWS will review all contractor billing and Change Orders and advise Client to process.
 10. AWS will review all close-out documents for completeness and provide them to management for final payment process.

1. **Retainer:** Upon execution of this Contract, CLIENT shall pay to CONSULTANT \$4000. as a retainer. The retainer shall be held as security by CONSULTANT and shall be applied by CONSULTANT to the Last invoice from CONSULTANT to CLIENT. No interest shall accrue to CLIENT on the account of the retainer.

2. **Compensation:** CLIENT understands, and CONSULTANT has disclosed that the extent of professional services cannot be fully determined in advance and is subject to numerous factors which may increase, or decrease, the amount of time necessary for CONSULTANT to complete a task or its work as a whole. Such factors include, but are not limited to, differing site conditions, weather conditions, and interference by third parties, etc.

3. **Invoices and Hourly Billing:** CONSULTANT will submit invoices to CLIENT and are due upon receipt. Consultant's charges for its staff are billed on an hourly basis, in ½ hour increments, at the following rate schedule. Does Not Apply to Fixed Fee Services unless outside the scope of the contract:

AWS Project Admin / Consultant Fee shall Not to Exceed 15 Percent of Project Total Cost.

PAGE 1 OF 6

2030 E. 4TH STREET, SUITE 206E. SANTA ANA, CA 92705
OFFICE: 714/835-2301 FAX: 714-835/2320
WWW.AWSCONSULTANTS.COM

AWS CONSULTANTS INC

PROJECT MANAGEMENT AND CONSULTING FOR THE BUILDING ENVELOPE

Should the client only want limited services, fixed fees will apply as follows: (Mark selected)

- Services listed as 1-3 = \$4000.00
- Services listed as 4-7 = \$3500.00
- Services Listed as 8-10 = TBD

All rates quoted are for normal business hours (8 a.m. to 5 p.m., Monday through Friday) and are subject to change upon 30-days prior written notice to CLIENT by CONSULTANT. Hours worked on weekends, holidays or outside of normal business hours will be billed at 125% of the above-quoted rates.

CONSULTANT shall also include on its invoices reimbursable costs for Client's payment. Such costs include telephone calls, photocopying, messenger service, any payments made to any third party, including governmental agencies, for work related to the Premises. CONSULTANT shall invoice CLIENT 110% of the gross amount of such reimbursable costs.

Should CLIENT fail to pay any invoice within seven (7) calendar days of presentation, CONSULTANT, at its sole option, may take any or all of the following actions:

- A. Suspend all work.
- B. Reduce staffing of the work.
- C. Limit activities to specific tasks or portions of specific tasks.
- D. Assess a late charge in the amount of 2% per month (24% per annum) on the unpaid balance of the invoice(s) or the maximum legal rate whichever is less.
- E. Require the payment of an additional retainer in an amount satisfactory to CONSULTANT.
- F. Reassign Consultant's staff to other projects until Client's account has been brought current.
- G. Terminate the remaining portion of this Contract.

If services are suspended or terminated, in whole or in part, additional charges shall be assessed to cover the costs of reassigning staff as well as other charges and costs associated with the suspension or termination of services and the resumption thereof.

4. Tests and Inspections: CLIENT shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications and contract documents, and Consultant's recommendations. CLIENT agrees to indemnify, defend and hold CONSULTANT, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses brought by CLIENT or any third party, including, but not limited to, court costs and reasonable attorney's fees, in the event that all such tests and inspections are not so performed, or Consultant's recommendations are not followed. CONSULTANT may, in the course of a roof investigation, perform roof cuts ("cuts") as part of the investigation. CLIENT agrees to provide a roof contractor of Client's choice to make such cuts to remove samples as directed by CONSULTANT personnel; and to promptly make necessary repairs. In the event that a roof contractor is not so provided by CLIENT, CLIENT agrees that CONSULTANT may make and remove such cuts as CONSULTANT deems necessary in the course of the investigation. CONSULTANT

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PROJECT MANAGEMENT AND CONSULTING FOR THE BUILDING ENVELOPE

personnel will temporarily patch cut areas. CLIENT agrees to pay for the costs of materials and labor needed for all cuts and all temporary patches and will hold CONSULTANT harmless for any and all damages to the roof systems and the building and its contents which may arise from removal and repairing of cuts.

5. Scheduling of the Work: CONSULTANT has prepared its Contract price in reliance on the project proceeding in the normal course of construction. If, for any reason not the sole responsibility of CONSULTANT, the project does not so proceed, or CONSULTANT is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the CLIENT, to fulfil the requirements of third parties, interruptions in the progress of the construction, or other causes, additional charges will be applicable and payable by CLIENT.

6. Access to Site: CLIENT will arrange and provide such access to the site as is necessary for CONSULTANT to perform the work. CONSULTANT shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work; however, CONSULTANT has not included in its fee the cost of restoration of damage that may occur. If CLIENT desires or requires CONSULTANT to restore site to its former condition, upon written request CONSULTANT will perform such additional work as is necessary to do so and CLIENT agrees to pay to CONSULTANT the cost thereof.

7. Latent or Subsurface Conditions: CONSULTANT has no responsibility for locating subsurface or latent conditions, and CLIENT agrees to indemnify and save CONSULTANT harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Consultant's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines of conduits, where the actual presence and specific location thereof was not revealed to CONSULTANT by CLIENT in writing prior to commencement of the work. For purposes of this Contract, "Subsurface" means any condition, which is hidden, in whole or in part, from view by any other existing material, equipment or condition. "Latent" means any condition not specifically revealed in the Plans for the project or any condition not reasonably observable to CONSULTANT.

8. Responsibility: Consultant's work shall not include determining, inspecting, approving, supervising or implementing the means, methods, techniques, sequences or procedures of construction. CONSULTANT shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor, architect, owner, construction manager or supplier from performance of its work in accordance with the project contract documents.

9. Sample Disposal: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Consultant's report.

10. Payment: CLIENT agrees to pay Consultant's cost of collection should any action be undertaken by CONSULTANT to collect any amount due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. Failure to make any payment within 30 days of invoice shall constitute a release of CONSULTANT from any and all claims which CLIENT may have against CONSULTANT, either in tort or contract, and whether known or unknown at the time.

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11. Termination: either party upon seven (7) day's prior written notice may terminate This Agreement. In the event of termination, CLIENT shall compensate CONSULTANT for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place Consultant's files in order and/or protect its professional reputation. If CONSULTANT terminates this Contract, it shall return any unearned fees to CLIENT. Any termination of this Contract, whether by CONSULTANT or CLIENT, shall release CONSULTANT from any responsibility or liability with respect to the work performed by CONSULTANT prior to such termination.

12. Warranty: Consultant's services will be performed, its findings obtained, and its reports prepared in accordance with generally accepted principles and practices. In performing its professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations whether express or implied. Statements made in CONSULTANT reports are opinions based upon professional judgment and are not to be construed as representations of fact. Should CONSULTANT or any of its officers, employees or agents be found to have been negligent in the performing of professional services or work, or to have breached any express or implied warranty, representation or Contract, CLIENT, all persons or entities claiming through CLIENT and all persons or entities claiming to have in any way relied upon or been damaged by Consultant's services or work agree that the maximum aggregate amount of the liability of CONSULTANT, its officers, employees and agents shall be limited to the total amount of the fee actually paid to CONSULTANT by CLIENT for its work performed with respect to the Premises. The Contract price is predicated on this limitation of liability. Should CLIENT object to this provision, then said Contract price will be renegotiated by CONSULTANT and CLIENT to account for the increase in Consultant's potential liability. Any objection by CLIENT to this limitation on liability must be conveyed to CONSULTANT before Client's acceptance of this Contract.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY: To the fullest extent permitted by law, the AWS shall indemnify the owner from and against claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use there-from, but only to the extent such claims, damages, losses or expenses are caused by negligent acts or omissions of AWS, its sub-consultants, or anyone directly employed by either. The liability of AWS, its agents and employees under this contract shall be limited to \$1,000,000.00, or the amount of the consulting fee, whichever is less.

14. Insurance: CLIENT agrees to maintain broad form liability insurance including completed operations, contractual, comprehensive, and builders risk insuring against any and all damage including but not limited to, property damage and bodily injury, caused by fire, theft, malicious mischief, negligence, and all acts and actions usually covered under such insurance. Said insurance will be in an amount not less than \$1,000,000.00 per occurrence. Further, CLIENT agrees to require any contractor or subcontractor performing work on the roof to name CONSULTANT as an additional insured on their liability insurance policies.

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15. Arbitration: All claims, disputes and other matters in question between the parties to this Contract arising out of or relating to this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (Or Jams, Endispute or Equal) then standing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any person not party to this Contract except by written consent containing a specific reference to this Contract and signed by CONSULTANT, the CLIENT and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Contract to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the application statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party in any such arbitration shall also be entitled to an award of its actual attorney's fees incurred in such action. Any dispute of less than \$5000.00 may be filed in the Small Claims Court of Orange County, CA.

16. Provisions Severable: In the event any of the provisions of the Contract should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable.

17. Entire Agreement: This Contract constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This Contract may be modified only in writing, signed by each of the parties hereto.

AWS CONSULTANTS INC
PROJECT MANAGEMENT AND CONSULTING FOR THE BUILDING ENVELOPE

18. Ownership: Any and all materials, specifically plans, specifications, bids forms, etc., shall remain the property of CONSULTANT and CLIENT shall utilize them only for the work, purpose or project for which they were intended for the period or scope specifically stated in this Contract.

19. This proposal may be voided or modified if not accepted within 30 days from date below.

AGREED AND ACCEPTED:

Carl A Brown V P Sales & Marketing Dated: 08-23-2018

For: AWS Consultants, Inc

Carl Brown, sup

Dated: 8-23-18

Title:

For: Golden Rain Foundation

Attention:

Mr. George Hurtado, GRF Inspector

PO BOX 2069, Seal Beach, CA 90740

Contact: 562-431-6586 ext 358

Fax: 714/851-1255

Email: georgeh@lwsb.com

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: ALLOCATED RESERVE FUNDING REQUEST – HVAC REPLACEMENT,
LAPIDARY ROOM, CLUBHOUSE FOUR
DATE: SEPTEMBER 6, 2018
CC: FILE

At its regularly scheduled meeting on September 5, 2018, the Physical Property Committee duly moved and approved to recommend the GRF Board award a contract to Greenwood Heating and Air to replace the heat pump in the Clubhouse Four Lapidary Room, asset ID #303, for a cost not to exceed \$4,810, funding from allocated Reserves, and authorize the President to sign any applicable contracts.

Quotes are as follows:

Alpine Heating and Air	\$5,900
Greenwood Heating and Air	\$4,810

At its regular meeting on September 17, 2018, the Finance Committee reviewed available funding for this Reserve project and unanimously resolved funding is available.

Note: Funding in the amount of \$25,000 has been allocated in the Reserve Study for all HVAC systems in 2018; as of this date, \$5,400 has been used in this calendar year.

I move to award a contract to Greenwood Heating and Air, to replace the heat pump in the Clubhouse Four Lapidary Room, asset #303, for a cost not to exceed \$4,810, allocated Reserve funding, and authorize the President to sign any applicable contract.

GREENWOOD

HEATING & AIR INC.

www.GreenwoodHeatandAir.com
8940 Electric St. Cypress, CA 90630 ph 714-821-7070

QUOTE

DATE	INVOICE #
7/31/18	0000011487

BILL TO:

Golden Rain - Club House 4
PO BOX 3519
Seal Beach CA 90740

JOB ADDRESS:

Golden Rain - Club House 4 - Lapidary Room

ESTIMATOR	PHONE NUMBER

QUAN	DESCRIPTION	AMOUNT
1.00	<p>Estimate to replace with new Fujitsu heat pump system to include the following:</p> <ul style="list-style-type: none"> - Fujitsu 24,000 BTU heat pump model #24RLXFW Energy Star series (ASU24RLF/AOU24RLFW) with remote control, heat and cool, 19 SEER, R-410A earth friendly refrigerant (Out door dimensions: 32" L x 13" D x 35" H) - Reuse copper line set with R-11 flush. - Line set painted to match wall. - Reattach electrical run to fan coil on wall. - Reattach 208-230 volt electrical run to heat pump and new disconnect. - Install leach pit at exterior for condensation. - Fiberglass heat pump pad for heat pump. - Rental of lift to raise heat pump to roof. - Labor and materials needed to install system to manufacturers specifications <p>Warranty: 1 year labor by Greenwood; By Fujitsu: 5 years parts, 7 years compressor</p> <p>Cost - \$4,810.00</p>	4,810.00
TOTAL		\$4,810.00

Email:greenwoodheat-air@att.net Lic#945655

TOTAL

Fiscal Year	2018	2019	2020	2021	2022
1308 Comp Shingle Roof - Replace	\$0	\$0	\$47,741	\$0	\$0
1330 Gutter System - Repair/Replace	\$0	\$0	\$3,395	\$0	\$0
Combined Assets					
302 Generators - Replace	\$0	\$0	\$0	\$0	\$0
303 HVAC Systems - Replace	\$25,000	\$25,750	\$26,523	\$27,318	\$28,138
303 Space Heaters - Replace	\$0	\$0	\$0	\$0	\$0
328 Bldg 5 Plumbing - Refurbish	\$0	\$0	\$0	\$0	\$0
328 Plumbing - Refurbish	\$0	\$0	\$0	\$0	\$0
329 Admin Dist. Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Amphitheater Dist. Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Library Dist Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Resale Office Dist Piping - Replace	\$0	\$0	\$0	\$0	\$0
329 Security Dist. Piping - Replace	\$0	\$0	\$0	\$0	\$0
332 Water Heaters - Replace	\$0	\$10,300	\$0	\$0	\$0
350 Exhaust Fans - Replace	\$0	\$0	\$28,644	\$0	\$0
385 Walkway Light Fixtures - Replace	\$0	\$24,720	\$0	\$0	\$0
430 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
439 Outdoor Furnishings - Replace	\$0	\$0	\$16,444	\$0	\$0
800 Exterior Doors - Replace	\$10,000	\$10,300	\$10,609	\$10,927	\$11,255
917 Audio-Visual Equipment - Replace	\$0	\$0	\$0	\$0	\$0
970 CCTV Camera System - Replace	\$0	\$0	\$68,959	\$0	\$0
1860 Fire Alarm Systems - Replace	\$0	\$0	\$0	\$0	\$0
Infrastructure					
201 Asphalt (Parking Lot) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 1) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 2) - Resurface	\$0	\$0	\$0	\$0	\$0
201 Asphalt (Phase 3) - Resurface	\$937,000	\$0	\$0	\$0	\$0
201 Asphalt (Phase 4) - Resurface	\$0	\$0	\$1,106,519	\$0	\$0
201 Asphalt (Phase 5) - Resurface	\$0	\$0	\$0	\$1,801,907	\$0
202 Asphalt (Parking Lot) - Repair/Seal	\$0	\$0	\$41,906	\$0	\$0
202 Asphalt (Phase 1) - Repair/Seal	\$0	\$0	\$55,167	\$0	\$0
202 Asphalt (Phase 2) - Repair/Seal	\$0	\$53,560	\$0	\$0	\$0
202 Asphalt (Phase 3) - Repair/Seal	\$52,000	\$0	\$0	\$0	\$0
202 Asphalt (Phase 4) - Repair/Seal	\$52,000	\$0	\$0	\$0	\$0
202 Asphalt (Phase 5) - Repair/Seal	\$0	\$0	\$0	\$56,822	\$0
360 Crosswalk Lights - Replace	\$0	\$0	\$0	\$0	\$0
360 Traffic Light Poles - Replace	\$0	\$0	\$0	\$0	\$0
361 Large Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
367 Marquee - Replace	\$0	\$0	\$108,212	\$0	\$0
380 Shuffleboard Court Lights - Replace	\$0	\$0	\$0	\$0	\$0
385 Security Bldg. "Leisure World" Sign	\$0	\$0	\$22,279	\$0	\$0
505 Pedestrian Gates - Replace	\$0	\$0	\$0	\$0	\$0
518 Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
560 St Andrews Vehicle Gate - Replace	\$0	\$0	\$0	\$0	\$0
706 Barrier Arm Operator - Replace	\$0	\$0	\$6,737	\$0	\$0
708 Gate Operators - Replace	\$3,200	\$0	\$0	\$0	\$0
709 Electrical Generator - Replace	\$0	\$0	\$5,623	\$0	\$0
968 Gate Server Equipment - Replace	\$0	\$0	\$0	\$3,770	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$55,167	\$0	\$0
1020 Tree Removal & Replacement	\$0	\$0	\$275,834	\$0	\$0
1113 Metal Surfaces - Repaint	\$0	\$0	\$0	\$3,606	\$0
1118 Parking Spaces - Restripe	\$0	\$8,086	\$0	\$0	\$8,835
1118 Red Curbs - Repaint	\$0	\$22,145	\$0	\$0	\$24,198
1702 Waterscape Shoreline - Clean/Repair	\$130,000	\$0	\$0	\$0	\$0
1906 Radar Trailer - Replace	\$0	\$0	\$0	\$0	\$0
Miscellaneous Components					
1022 Main Gate Beautification - Project	\$0	\$0	\$0	\$0	\$0
1061 Globe Motor - Replace	\$0	\$0	\$0	\$0	\$0
1062 Globe Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1402 Monument Signs - Refurbish	\$0	\$0	\$0	\$0	\$0
1405 Street Signs - Replace	\$0	\$0	\$0	\$0	\$0
1415 Veterans Memorial - Refurbish	\$0	\$0	\$0	\$0	\$0
1880 RV Lot Office Trailer - Replace	\$0	\$0	\$0	\$0	\$0
Fleet Maintenance					
305 Portable Maint. Equipment	\$0	\$0	\$0	\$0	\$0
319 Overhead Lights on Vehicles	\$0	\$0	\$0	\$0	\$0
1900 Cushmans - Replace	\$0	\$0	\$0	\$0	\$0
1902 Forklift - Replace	\$0	\$0	\$0	\$0	\$0

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY BUS AND TRAFFIC COMMITTEE
SUBJECT: NON-BUDGETED OPERATING FUNDING REQUEST - AUTOMATED CITATION SYSTEM
DATE: SEPTEMBER 14, 2018
CC: FILE

A great deal of administrative staff time is currently spent in the parking violations process, affecting both the Security and Finance Departments. This system will greatly reduce this internal process and enable parking enforcement to be in the field improving the parking within Seal Beach Leisure World.

This system also greatly enhances the recipient of a violation's ability to access evidence, such as photographs and copies of the violations, and quickly pay the violation on line.

Cost:

No upfront cost from company.

Company charges 7% of actual collections or \$1.40 per ticket, whichever is greater.

Company provides all equipment at no cost, excluding ticket rolls and ticket template set up.

Data plans are included.

Ticket rolls cost \$8.50 per roll, approximately 60 tickets.

Ticket template setup is \$400.00

At its regularly scheduled meeting on September 12, 2018, the Security Bus and Traffic Committee duly moved and approved to recommend to the GRF Board of Directors approval of contracting to Complus Data Innovations, Inc., for processing and equipment use of their automated Citation System.

I move to approve awarding a contract to Complus Data Innovations, Inc, at a cost not to exceed \$400.00 (template set up fee), non-budgeted Operating funds and authorize the President to sign any applicable contracts.



Parking Ticket Management Services for Leisure Word - Seal Beach, CA

Submitted by:
Complus Data Innovations, Inc.
120 White Plains Road
Tarrytown, NY 10591
914-747-1200





September 17, 2018

Paul Bristow - Director of Security
Leisure Word - Seal Beach, CA
13533 Seal Beach Blvd
Seal Beach, California 90740

Mr. Bristow,

On behalf of Complus Data Innovations, Inc. (Complus), I am very pleased to present our proposal to the Leisure Word - Seal Beach, CA for Parking Ticket Management Services.

As specialists in parking ticket processing and collection systems, our expertise will assist you with payment management, data processing, systems for tracking information, and report generation. We are certain that our tools and services will provide a comprehensive parking ticket management solution that will exceed your needs.

The services provided by Complus will comply with all applicable federal, state and local laws. This proposal is valid for ninety (90) days from September 17, 2018 .

On behalf of our staff of professionals, we thank you for this opportunity to submit our qualifications. Please do not hesitate to call should you have any questions or require any additional information.

Sincerely,

Bob Ruybal
Director of Business Development
Complus Data Innovations, Inc.
120 White Plains Road
Tarrytown, NY 10591
bobr@complusdata.com
800-331-8802

Executive Summary

Since the company's inception, Complus Data Innovations, Inc. (Complus) has specialized in ticket management tools and services. To best serve each individual client, our services are tailored **so no two solutions are exactly the same** and we are constantly evolving to meet clients' changing needs. Highlights of the Complus solution includes:



Our management software, **FastTrack™**, automates processes and streamlines all aspects of the ticket life cycle. To drive the collection process, we leverage our delinquent noticing expertise with direct DMV interfaces for registered owner information. Complus provides automated standard reports which are designed to monitor operational efficiency and productivity.



Complus offers the latest in ticket enforcement technology. Our software is designed to enhance the ticket issuance process and is readily available across an array of devices. We also partner with pay-by-cell, meter, and enforcement vendors to add services that best meet your enforcement needs and add convenience for your parking customers.



Superior client service is the foundation of the Complus solution. Our team is committed to providing innovative solutions, critical information, and reliable support. Our hands-on approach will ensure that your staff and enforcement officers learn directly from Complus service experts throughout the life of the contract. Users will have the knowledge and ongoing support necessary to take full advantage of the processing and enforcement tools provided with the Complus solution.

Scope of Services

Client Support Services

Exceptional service is our top priority and our dedicated team of parking professionals is ready to assist you in reaching your parking management goals. The Complus service network includes:

- **Client Service Managers (CSMs)** – Your primary point of contact, CSMs are cross trained to ensure account assistance is always available in a timely and professional manner.
- **IT Technicians** – Also known as the “Help Desk”, these support specialists are trained to diagnose and effectively resolve all technical issues.
- **Client Support Department (CSD)** - Efficient, courteous, and detail oriented, members of the CSD handle all back office processing services.
- **Operation Associates** – Integral to “behind the scenes” support, operation responsibilities include acting as liaisons for DMV communications, overseeing automated services, and providing reporting expertise.
- **Executive Leadership** – Complus executives are always on hand to lend expertise and higher level direction when needed.

We offer multiple means of support to resolve issues and answer questions in the most effective and timely manner possible. Options include:

- **Call Support** – Your employees will have access to live client service assistance between the hours of 5:30 AM and 5:00 PM, Monday through Friday, Pacific Time, with afterhours emergency support for critical technical issues.



- **Go to Assist** – An invaluable live troubleshooting tool, this application allows our service professionals to remotely see actual error messages, and guide users step by step through problem resolution.
- **Client Visits** – Complus professionals are available for onsite service reviews and recommendations, ongoing training, and advanced problem resolution.

Customer Inquiries

Service is the core of the Complus business model and we offer public resources to answer questions regarding how to use online services and trouble shoot ticket issues.

- **Webmaster** - an online customer service tool where customers email technical support questions related to the online payment or appeal of a ticket to the Webmaster, and Complus team members respond within two business days.
- **IVR Payment Line** - customers can access recorded information regarding payment instructions, contesting tickets, and other unique client information. Information can be accessed in English or Spanish.

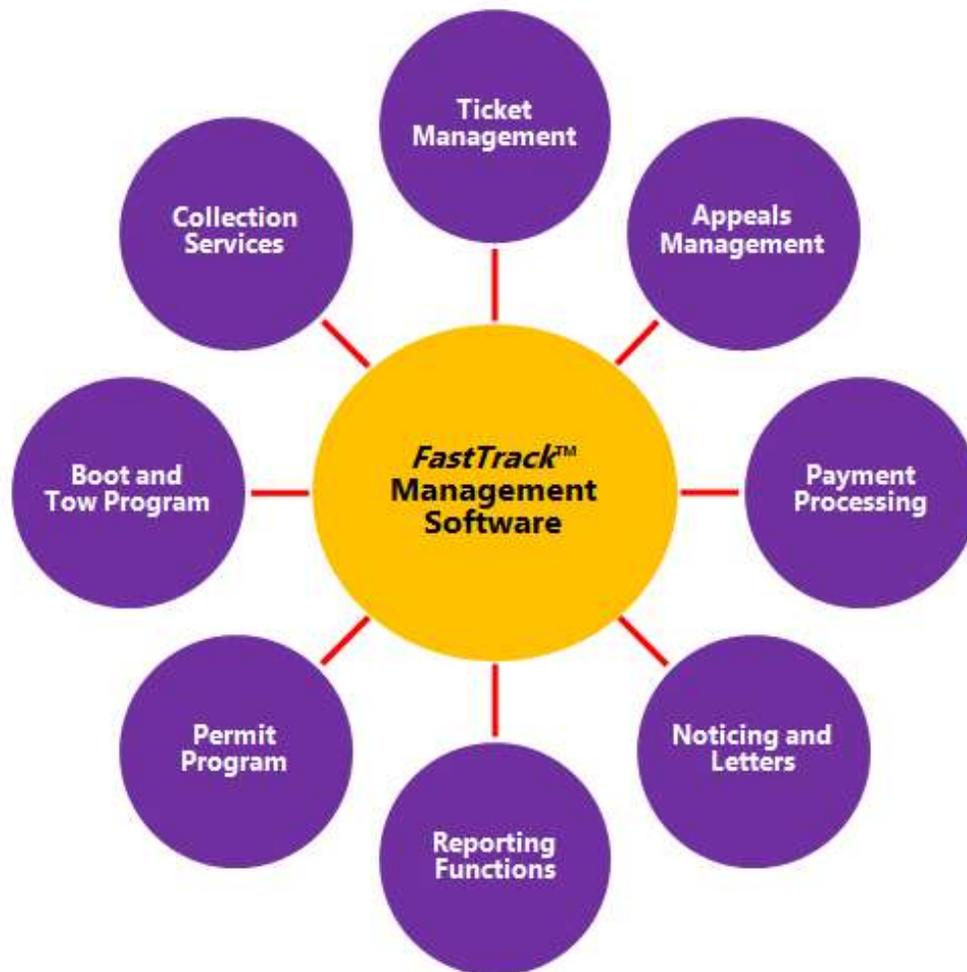
Training

Complus team members provide all necessary training for user success on both the **FastTrack™** system and the handheld ticket writers. We maximize all available technology to ensure our clients have all the training they desire in a timely manner.

Complus will provide training at no additional charge throughout the term of the contract. Onsite training includes a combination of classroom based preparation for all users and “in the field” sessions for handheld operators. We supply all users with training manuals - manual updates are provided as new enhancements are released.

FastTrack™ Management Software

The “hub” of Complus software functions, the **FastTrack™** program is comprised of several modules that target specific stages in the ticket life cycle. Every processing action is recorded and stored within this one centralized database - users can easily retrieve ticket information, cross-reference data, and monitor enforcement statistics.



Ticket Management: The core of **FastTrack™**, this module provides a database for entering, tracking, and storing all parking tickets. Features include automated fine escalation, audit functions, real-time processing, detailed transaction history, and multiple query options. Users can view pictures, correspondence, and tickets associated with each ticket.

Appeal Management: The appeal module offers the ability to enter and track ticket appeals. Users can access copies of the ticket along with handheld images of the violation, attached PDF documents, and officer notes. Users can record hearing date information, print this schedule, and use it as the court docket. Letters notifying appellants that their appeal has been received can be generated directly from the appeal module.

Online Appeals

Complus clients can offer online appeals via the Complus hosted website, ParkingTicketPayment.com. Clients have access to manage the overall process, review individual cases, and enter dispositions that are relevant to any of the appeals that are filed. Violators can attach scanned documents, digital images, or other electronic items to their appeal file



Correspondence: Working together, we will design all required correspondence that meet your specific needs. Users can print letters directly from **FastTrack™** with the ability to add free-form comments when needed.

Reporting Functions: Complus reporting features are invaluable monitoring and analysis tools and yield important data for evaluating parking performance. Reports are compiled in several forms, according to client needs, so they have access to the most comprehensive information possible. Reporting functions include **FastTrack™** dashboard reports, auto-generated standard reports, and handheld reports.

Permit Program: The **FastTrack™** Permit Program streamlines all permitting and ticket management services under a single system. By cross referencing the parking ticket database in the Complus **FastTrack™** system, you can restrict permit sales on vehicles with outstanding parking tickets. Complus also offers optional permit fulfillment services (additional fees apply).



Online Permits

Using the BuyMyPermit.com website, permit customers can purchase or renew their permits without having to visit a physical facility. Along with basic authorization functions, permit purchasers can be prompted to resolve all outstanding parking debt owed prior to issuing a permit. Customers may also upload supporting documentation with their online permit application.

Boot and Tow Program: The boot and tow module of **FastTrack™** is designed to help manage vehicle immobilization activity associated with outstanding parking violations. With the ability to maintain authorized tow companies, lot locations, boot inventory, and associated fees, the Complus Boot and Tow program provides the tools necessary to effectively manage the process from end to end, including vehicle release authorization and tracking.



Industry Best Collection Practices

Registered Owner Name Retrievals

Outstanding customer service, easy to use and technologically advanced software, customized noticing, web-based payments, ongoing support, and management consultation services are all important features of the Complus program. **However, there is no single part of the Parking Ticket Management process that is as important to the ultimate successful disposition of each ticket as direct source registered owner retrievals.** This is the reason why registered owner retrieval information should come directly from each state's governmental agency that handles vehicle registrations (no matter how many or how few tickets were issued to a vehicle) and should be a mandatory part of the process.



California Department of Motor Vehicles (DMV)

Complus communicates with the California Department of Motor Vehicles to process registered owner information requests. To discourage habitual violators, we also exchange information files at regularly scheduled intervals to process registration renewal holds and release requests on behalf of our California clients. At our client's request, as an additional collections measure, Complus will facilitate the transfer of overdue plates to the **Franchise Tax Board Program (FTB)** to assist with the collection of delinquent fees.

Noticing

Complus specializes in generating and mailing delinquent notices - we have advanced and perfected these services over the last 31 years. Fully integrated with the **FastTrack™** system, all noticing functions are executed **in-house** - Complus retains complete control and accountability over every aspect of the noticing process.

- To ensure **timely delivery**, all notices are run and brought to the Post Office for delivery on the same business day.
- Notices are **automatically generated**, requiring *no initiation* by our clients.
- Complus mails notices based on **client defined schedules**.

- Before each notice mailing, addresses supplied by the DMVs are **validated and updated** against the USPS National Change of Address database to ensure we are using the most current information available.
- To ensure accuracy prior to mailing, each batch of notices is **personally reviewed** and approved by your dedicated Client Service Manager.



PARKING VIOLATION NOTICE

City of Thousand Oaks, CA
 1000 Civic Center Drive
 Thousand Oaks, CA 91320
 (805) 499-2200

VEHICLE INFORMATION

PLATE	REGISTRATION	MAKE	MODEL	YEAR	COLOR	MAKE	MODEL	YEAR	COLOR
11AB0014	11AB0014	118	404	2014	RED	118	404	2014	RED

VIOLATION INFORMATION

VIOLATION CODE	VIOLATION DESCRIPTION	VIOLATION LOCATION	VIOLATION DATE	VIOLATION TIME	VIOLATION AMOUNT	VIOLATION STATUS
118	404	118	404	2014	RED	118

Pay Online At: www.parkingticketpayment.com/thousandoaks OR Pay By Phone: 1 (805) 449-2600

Payment Processing

Complus offers an integrated payment processing and tracking system with several convenient payment options. Along with traditional payments (paid in full), **FastTrack**™ and our reporting functions support additional payments such as partial, skeletal (ticket information not yet entered in the system) and overpayments. Features of the Complus payment processing system include:



Window Cashiering

Complus' on-line cashiering program allows clients to process all walk-in payments on-site. The system notifies the cashier if checks are not accepted for payment on specific accounts, license plates, or individuals.

Web/Phone Ticket Payments

Complus hosts a secure solution to accept in-full ticket payments online or by phone. The entire service is completely integrated with the **FastTrack**™ system, updates in real-time, and is both PCI compliant and secured with the latest encryption technology.



Reporting and Auditing Functions

Through our auditing and reporting capabilities, Complus provides total transparency for managing payments.

- Detailed daily reconciliation reports with a number of sorts available including: drawer, operator, receipt number, and ticket number.
- Monthly accounts receivable report for tickets paid, unpaid, and partially paid
- **FastTrack**™ contains a built-in accounting audit trail for all cashier payments and adjustment transactions.

Secondary Collections

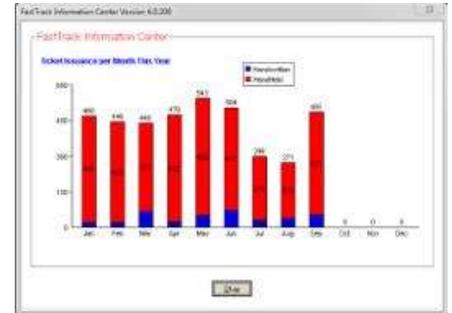
Should you desire more aggressive collection techniques, Complus can offer optional secondary collection services. For your convenience, we will manage the entire process, ensuring a seamless transition of citation data and payment transaction(s). Complus offers the flexibility of partnering with several agencies and we would be happy to provide additional information regarding this service upon request.

Reporting Features

Complus reporting features are invaluable monitoring and analysis tools and yield important data for evaluating parking performance. Reports are compiled in several forms so clients have access to the most comprehensive information possible and can be exported for additional analysis.

FastTrack™ Reports

Authorized users can access ticket issuance and revenue dashboard reports directly through the **FastTrack™** program. Designed for quick and easy access, these standard reports use graph and figures to provide summary and comparison information “at a glance”.



Auto-Generated Reports

Complus provides several standard reports on a predetermined monthly, weekly, or daily schedule. An important ticket management tool, these reports assist in tracking payments, noticing, permits, appeals, etc., and facilitate improved efficiency and revenue. Initial report templates are created specific to your individual needs. These reports are then produced at scheduled intervals and emailed directly to the appropriate staff member.

Handheld Reporting Utility

This reporting utility can assist with monitoring ticket issuance and enforcement operations analysis. Reports help chart issuance patterns relevant to date, location, officer, and violation; assist supervisors in monitoring individual officer use of time and behavior; and provide an overall picture of ticket issuance for revenue and policy analysis.

Back Office Processing Services

In addition to the **FastTrack™** management modules and services previously discussed, we also offer several optional back office processing services. Each is designed to help alleviate strains on the parking office and allow your employees to focus on other responsibilities.



Data Entry

Complus will enter all handwritten tickets on behalf of our clients. Tickets will be inputted within 48 hours of receipt and entries are reviewed to ensure accuracy.

Lockbox and Mail-in Payment Processing

Complus will process all mail-in payments using client defined procedures. Features of this service include:

- Collection of mailed parking ticket payments at a designated post office box (excluding weekends and holidays).
- Payments are entered and processed, including opening all mail received, verifying payment amounts, updating database/computer records, and making daily bank deposits.
- A report of each day's receipts is prepared and transmitted on the following day.
- Complus retains images of all processed check payments.
- A report of each day's receipts is prepared and transmitted to the client on a daily basis.
- Complus will retain front and back images of all check payments processed on behalf of the client.

Handheld Programming and Units

Working with leading handheld hardware vendors, Complus prides itself on providing industry-leading, handheld ticket writing technology. After careful consideration of your needs and evaluation of the individual features of each unit in our handheld fleet, we propose the **Two Technologies N5 Scan Unit** for use in your enforcement program.

The newest in ruggedized, **one-piece technology**, features include:

- **Integrated Cell and Wi-Fi connectivity** for real-time ticket upload and connection with meter and pay-by-cell vendors
- **Integrated bar code scanner** for improved scanning ability
- **High-resolution** color photo camera
- **Hot swap batteries** for extended battery life
- **Shock Resistant:** capable of withstanding multiple drops
- Able to **withstand harsh weather conditions**
- Ability to **print machine readable bar-coded ticket numbers** on issued ticket for faster processing



*As with all our handheld units, handheld peripherals such as batteries, car chargers, charger cradles, cases, screen protectors, and styluses are included at **no additional cost**.*

The N5 Unit offers the convenience of an “all-in-one” handheld unit – with an integrated printer, there is no need for officers to carry additional equipment!



Maintenance

For the life of the contract, maintenance, repair, and replacement of the handheld equipment will be the responsibility of Complus for normal wear and tear. This includes handhelds, printers, batteries, chargers, and cables.

36 Month Technology Upgrade Policy

As part of our handheld enforcement program, Complus ensures clients are using the latest in ticket writing technology with **our unprecedented 36-**



month technology upgrade policy. With each successive 3-year contract renewal, clients may replace existing Complus enforcement equipment for new units at **no additional cost.**

Ticket Issuance and Enforcement Programming

In order to maximize ticket issuance efficiency, our units offer special features that allow officers to enter tickets quickly while in the field. Programming features include:

- Drop down menus where users can choose from client determined preset options.
- Auto-fill option where the software will automatically populate suggested information based on previous tickets.
- Location “zone” option where the locations presented in the drop down menu are specific to the zone chosen by the user.
- “Quick Ticket” feature which limits the amount of information needed to issue tickets for specific violations.

Our handheld software also offers unique capabilities for better tracking and improved overall enforcement. These include:

Function	Benefit
Electronically chalk tires for timed parking zones	A more efficient method for recording and managing timed parking without defacing customer vehicles.
Automatic “ grace ” period for pay station time expiration	Reduces the number of frivolous appeals due to minor timed parking infractions.
Enforcement list functions (E.g. Boot/Tow, Plate Permit, Do Not Ticket, etc.)	Notifies officer if plate is eligible for ticketing or other client-defined enforcement measure.
Multiple integrations on same unit	Creates a more specialized tool. Combining data on the handhelds minimizes time of issuance for officers.
Image printing on the ticket	Helps preserve the chain of evidence in disputes.
Public and private custom notes	For public and internal communication.
Make notes regarding needed meter and signage repairs	Improves meter and sign maintenance for increased revenue and an improved customer experience.

References

We encourage Leisure Word - Seal Beach, CA to contact the following references to learn more about the benefits of working with Complus.

Client	Contact	Complus Services
City of Thousand Oaks, CA	Melissa Hurtado Revenue Operations Manager MHurtado@toaks.org (805) 449-2256	<ul style="list-style-type: none"> • FastTrack™ software • Handheld ticket writers with proprietary programming • IVR and Web-based payments • Online appeals • Nationwide DMV lookups • Webmaster assistance • Help Desk and Client Support
City of Manitou Springs, CO	Joe Ribeiro (719) 685-5407 jribeiro@comsgov.com	<ul style="list-style-type: none"> • FastTrack™ software • Handheld ticket writers with proprietary programming • Partnership with Genetec LPR services • Integration with Digital for Pay-by-Plate services • Permit Management • IVR and Web-based payments • Online appeals • Nationwide DMV lookups • Webmaster assistance • Help Desk and Client Services
City of Placerville, CA	Erin Strawn Secretary to City Manager 530-642-5296 estrawn@cityofplacerville.org	<ul style="list-style-type: none"> • FastTrack™ software • Handheld ticket writers with proprietary programming • IVR and Web-based payments • Online appeals • Nationwide DMV lookups • Webmaster assistance • Help Desk and Client Support

Pricing

Complus is pleased to offer our parking management services, software, and hardware for the following packages and fees. ***There are no upfront costs, no data conversion costs, and no installation costs with our proposed solution !***

Description	Fee
Complus Services & Collections <ul style="list-style-type: none"> • Leasing of Two (2) TwoTechnologies N5 Scan Handheld Ticket Writers (including all peripherals, maintenance, and data plan(s)) • Two (2) FastTrack software license(s) • Nationwide Registered Owner Name Retrieval • Generating and Mailing of Notices • IVR/Online Payments and Appeals • Conversion of Ticket Data to FastTrack System • Training and Support for the life of the Contract • Lockbox/Mail in Payment Processing • Data Entry of all manual/book tickets 	7.0% of revenue collected or \$1.40 per ticket issued (whichever is greater)
Postage	reimbursable to Complus
Handheld Ticket Stock	reimbursable to Complus
Data Plans	included
Secondary/Advanced Collections	30% of revenue collected
Complus Parking Permit program	\$3.50 per permit added to system

Additional Pricing Terms

- For online ticket payments, a \$3.50 per ticket convenience fee will be added to each transaction and payable to Complus.
- Up to 8 hours custom programming will be included per contract year at no additional charge. Additional programming will be billed at the rate of \$150 per hour.
- Pricing for additional Complus services and products can be provided upon request.
- Pricing is based on a 3 (three) year Agreement



**In partnership with The Payment Group (TPG),
Complus offers an extensive suite of payment services!**

In 2017, Complus acquired Dallas, TX based The Payment Group (TPG), a leading provider of payment services to local governments and court administrators.

	
<p align="center">Court Payments</p>	<p align="center">Utility Payments</p>
<p>Our lead service is processing payments for courts including traffic citations, parking tickets, non-moving violations, warrants and any court related payments. Defendants can pay their fine online 24 hours a day, 365 days a year.</p>	<p>We provide cities with the ability to offer online payments for their utility customers and other city departments. Our goal is to consolidate your City's payment portal to help relieve your employees and streamline the payment process.</p>
	
<p align="center">Onsite Payment Processing</p>	<p align="center">Phone Payment Solutions</p>
<p>We offer onsite payments with our easy to use swipers and payment portal. The Payment Group eliminates the liability of signing a merchant agreement or handling batch processing. No need to pay bank of merchant fees either.</p>	<p>Our in-house Resource Call Center is staffed with professional, courteous and knowledgeable customer representatives eager to take payment by phone. We hire and retain the best talent because your customers are our customers.</p>

AGREEMENT BY AND BETWEEN
Seal Beach-Leisure World, CA (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

FASTTRACK™ SERVICES AGREEMENT

This **FastTrack™ Services Agreement** (this “Agreement”) is made and entered into on _____, by and between Complus Data Innovations, Inc. (“COMPLUS”), with offices at 120 White Plains Road, Tarrytown, New York 10591, and Seal Beach-Leisure World, CA (“CLIENT”), with offices at 13533 Seal Beach Blvd. Seal Beach, CA 90740.

RECITALS

WHEREAS, COMPLUS is the developer and provider of the **FastTrack™** Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that COMPLUS makes available for client use through a network connection (“**FastTrack™**”);

- WHEREAS, COMPLUS is a provider of certain Equipment related to parking ticket processing;
- WHEREAS, COMPLUS is the developer and provider of certain Software related to the Equipment; and
- WHEREAS, CLIENT desires to access and use **FastTrack™** and use the Equipment and related Software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Access Rights to **FastTrack™**.

- (a) Subject to and conditioned on CLIENT’s compliance with the terms and conditions of this Agreement, COMPLUS hereby authorizes CLIENT to access and use **FastTrack™** through the Client Portal during the Term, solely in connection with CLIENT’s business. **FastTrack™** is authorized for use and is not sold to CLIENT. CLIENT acknowledges that **FastTrack™** is the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to **FastTrack™**, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and

to **FastTrack**™ are and will remain with COMPLUS, including any changes, modifications or enhancements to **FastTrack**™ that are requested by CLIENT during the Term.

- (b) COMPLUS shall use commercially reasonable efforts to provide CLIENT the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making **FastTrack**™ available to CLIENT for remote electronic access and use by CLIENT. COMPLUS will provide CLIENT with remote access to **FastTrack**™ through CLIENT's network connection to a specific Citrix-based portal (the "Client Portal"). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement ("Authorized Machines"). COMPLUS shall use commercially reasonable efforts to provide access to **FastTrack**™ 23 1/2 hours per day, seven days a week. Notwithstanding the foregoing, **FastTrack**™ will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. COMPLUS will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or CLIENT's internal network.
- (c) Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing CLIENT access to **FastTrack**™. Within the Client Portal, CLIENT may create user specific accounts ("User Accounts") for the individuals authorized by CLIENT to use **FastTrack**™ through the Client Portal ("Authorized Users"). The number of Authorized Users that may access **FastTrack**™ through the Client Portal at any one time shall be limited to the specific number of licensed **FastTrack**™ sessions set forth on Schedule I of this Agreement ("Sessions").
- (d) CLIENT shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Client Portal or **FastTrack**™, and notify COMPLUS promptly of any such unauthorized access or use and (v) use **FastTrack**™ only in accordance with the terms of this Agreement and all applicable laws and government regulations.

2. Equipment and Software.

- (a) COMPLUS will provide to CLIENT all handhelds, phones or printers and other equipment (collectively, the "Equipment") and the associated pre-installed COMPLUS proprietary ticket issuance software ("Software"), each as listed on Schedule I of this Agreement. Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby grants CLIENT a limited license to use the Software during the Term, solely in connection with CLIENT's use of the Equipment and **FastTrack**™ and solely in connection with CLIENT's business. CLIENT acknowledges that the Equipment and the Software are the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with COMPLUS, including any

changes, modifications or enhancements to the Equipment or the Software that are requested by CLIENT during the Term.

- (b) Upon receipt, CLIENT shall promptly acknowledge, on the form attached as Exhibit A, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. CLIENT acknowledges that the Equipment and the Software are the property of COMPLUS, and CLIENT agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in CLIENT's possession.
- (c) COMPLUS will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect or misuse of the Equipment (including, without limitation, a repair arising from or in connection with the use by CLIENT of software other than the Software provided by COMPLUS and/or use of the Equipment by CLIENT other than in connection with **FastTrack™**) shall be made at the sole expense of CLIENT. All costs and expenses related to the repair or replacement of the Equipment that is required as the result of an accident, neglect or misuse will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
- (d) CLIENT shall (i) be responsible for ensuring that all CLIENT users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify COMPLUS promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.

3. Authorization Limitations and Restrictions. CLIENT shall not, and shall not permit any other person to, access or use **FastTrack™**, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to CLIENT by this Agreement are reserved for COMPLUS. For purposes of clarity and without limiting the generality of the foregoing, CLIENT shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of **FastTrack™** or the Software;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available **FastTrack™** or the Software to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of **FastTrack™** or the Software, in whole or in part;
- (d) bypass or breach any security device or protection used by **FastTrack™** or the Software or access or use **FastTrack™** other than by an Authorized User through the use of his or her own then valid User Account;
- (e) input, upload, transmit or otherwise provide to or through **FastTrack™** or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;
- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner

FastTrack™, the Software or COMPLUS' provision of services to any third party, in whole or in part;

- (g) remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from **FastTrack™**, the Equipment or the Software;
- (h) access or use **FastTrack™**, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other COMPLUS client) or that violates any applicable law;
- (i) access or use **FastTrack™** or the Software for purposes of competitive analysis of **FastTrack™** or the Software, the development, provision or use of a competing software service or product or any other purpose that is to COMPLUS' detriment or commercial disadvantage; or
- (j) otherwise access or use **FastTrack™**, the Equipment or the Software beyond the scope of the authorization granted under [this](#) Agreement.

4. Equipment Repairs; Software Modifications. Repairs to the Equipment or re-installation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by or on behalf of CLIENT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

5. Additional Services. Additional services requested by CLIENT that are not described in this Agreement must be submitted in writing by CLIENT to COMPLUS. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional Sessions, CLIENT requested changes, modifications or enhancement to FastTrack™ or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.

6. Exclusive Provider; Responsibilities. CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets. CLIENT will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, COMPLUS shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to COMPLUS by CLIENT, including, without limitation, the information on the parking tickets.

7. Compliance with Laws and Regulations. COMPLUS agrees to maintain **FastTrack**[™] to conform in all material respects to all federal, state and local laws and regulations. COMPLUS shall use commercially reasonable efforts to perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.

8. Reporting.

- (a) COMPLUS will use commercially reasonable efforts to furnish CLIENT with or provide CLIENT access to digital copies of the following reports on a monthly basis:
 - Aging of Account Receivables;
 - Officer and PEO Performance Reports;
 - Detail of Outstanding Tickets;
 - Year to Date Paid Summary Report.
- (b) To the extent CLIENT desires additional reporting beyond the reports described in Section 8(a), CLIENT must submit a written request to COMPLUS describing CLIENT's additional reporting needs. COMPLUS will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by COMPLUS, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. CLIENT must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).
- (c) If requested by CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of California plates and out-of-state plates (to the extent allowed by each state's DMV) to the last known registered owner(s). CLIENT will be responsible for postage of such notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

9. Training; Support. Throughout the Term, COMPLUS will provide training at CLIENT's offices for **FastTrack**[™], the Equipment and the Software. COMPLUS will provide reference manuals describing the features and operations of **FastTrack**[™], the Equipment and the Software. COMPLUS will provide updates to the system as they become available. Throughout the Term, COMPLUS will provide support assistance from field supervisors and by telephone at no charge to CLIENT during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).

10. Indemnity.

- (a) CLIENT agrees to indemnify, defend and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement, except where said claims,



controversies or lawsuits are the result of the gross negligence or willful misconduct on the part of COMPLUS. This provision shall survive the termination of this Agreement.

- (b) COMPLUS agrees to indemnify, defend and hold harmless CLIENT, its officers, agents and employees from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services under this Agreement. This provision shall survive the termination of this Agreement.

11. Fees. CLIENT agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of **FastTrack™**, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

12. Payment Processing. COMPLUS uses Parking Ticket Payment, LLC for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS' clients. COMPLUS shall not be responsible or liable for the security of cardholder data that is processed and transmitted through the Parking Ticket Payment, LLC web sites on CLIENT's behalf and for maintaining all applicable PCI DSS requirements.

13. Upon the execution by both parties of this Agreement, a ninety (90) day period for the implementation of the services described on Schedule 1 shall commence. This Agreement will remain in effect for a period of three (3) years beginning on the earlier of (i) the date on which the implementation of the Services is complete or (ii) the end of the ninety (90) day implementation period (such date, the "Effective Date", and such three (3) year term, the "Initial Term"). On the third (3rd) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one (1) year period upon the same terms and conditions (the "Renewal Term") (the Initial Term and each Renewal Term collectively, the "Term"). If either CLIENT or COMPLUS does not wish for any such renewal, such party must notify the other party in writing of its intention not to renew this Agreement no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to CLIENT by COMPLUS, all of which shall be returned to COMPLUS in good working order. In the event of termination, and provided that there are no outstanding invoices and CLIENT has returned all equipment in good working order, CLIENT will be provided with, at no cost, a computer database containing parking ticket information compiled for CLIENT by COMPLUS during the Term.

14. Proprietary Rights

- (a) All right, title and interest in and to **FastTrack™**, the Equipment and the Software, including all intellectual property rights therein, are and will remain with COMPLUS. CLIENT has no right, license or authorization with respect to **FastTrack™**, the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to **FastTrack™**, the Equipment or the Software are expressly reserved by COMPLUS.
- (b) As between CLIENT and COMPLUS, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
- (c) CLIENT hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to COMPLUS and COMPLUS' employees, agents or independent contractors as are necessary or useful to provide FastTrack™, the Equipment or the Software and (ii) to COMPLUS as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.

15. Confidentiality of Information.

- (a) Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets ("Client Data"), shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including, but not limited to, marketing, sales, solicitations, collection agencies and/or credit bureaus. This Section 15 shall survive the termination of this Agreement.
- (b) As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of CLIENT shall include Client Data; Confidential Information of COMPLUS shall include **FastTrack™** and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- (c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such

access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

- (d) If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.

16. Relationship of the Parties. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by CLIENT.

17. Governing Law; Submission to Jurisdiction. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in any Delaware state court located in New Castle County, Delaware. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

18. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. Tax Exemption. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.

20. Disclaimer of Warranties. ACCESS TO **FastTrack**[™], THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, COMPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPLUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPLUS MAKES NO WARRANTY OF ANY KIND THAT **FastTrack™**, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

21. Limitations of Liability. Any claim that can be brought by CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OR LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.

22. Entire Agreement. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes all prior agreements, whether oral or written, between the parties hereto. This Agreement may be modified only by a written instrument signed by all the parties hereto.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

24. E-Sign Disclosure and Consent. If this Agreement is to be executed electronically, CLIENT hereby agrees as follows:

- (a) CLIENT hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, CLIENT also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any under any applicable municipal procurement requirements.
- (b) CLIENT may withdraw its consent to receive records and communications electronically by contacting COMPLUS in the manner described in Section 18 of this Agreement. CLIENT's withdrawal of consent will cancel CLIENT's agreement to receive electronic records and communications. Withdrawal of consent to

future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. CLIENT may request a paper copy of any records and communications by contacting COMPLUS in the manner described in Section 18 of this Agreement.

- (c) CLIENT is responsible for providing COMPLUS with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. CLIENT may update its contact information by contacting COMPLUS in the manner described in Section 18 of this Agreement.
- (d) COMPLUS reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which COMPLUS provides electronic records and communications. COMPLUS will provide CLIENT with notice of any such termination or change as required by law.
- (e) CLIENT acknowledges and agrees that CLIENT’s consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the “Act”), and that CLIENT and COMPLUS both intend that the Act apply to the fullest extent possible to validate the parties’ ability to conduct business by electronic means. CLIENT agrees that, in consenting to electronic signatures and records, CLIENT will not challenge the validity of this Agreement solely on the basis that it was executed electronically.

The signing of the enclosed copy and returning to COMPLUS will indicate CLIENT’s acceptance of this Agreement, and the terms and conditions contained herein.

Accepted by:

	COMPLUS DATA INNOVATIONS, INC.	Seal Beach-Leisure World, CA
SIGNATURE		
NAME	Ariel Kunar	
TITLE	Chief Executive Officer	
DATE		

SCHEDULE I TO THE FASTTRACK™ SERVICES AGREEMENT

SERVICES:

COMPLUS shall use commercially reasonable efforts to provide CLIENT the following services:

- Hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT.
- Hosted portal to support online and phone payment options.
- Nationwide registered owner name retrieval (where legally permitted)
- Generating and Mailing of Notices
- Conversion of ticket data to FastTrack System
- Lockbox/Mail in Payment Processing
- Data Entry of all manual/book tickets
- Training & Support for life of contract

EQUIPMENT:

The following Equipment and Software will be provided to CLIENT for the sole purpose of parking ticket issuance and processing.

Name	QTY
N5 Batteries	2
N5 Carry Case	2
N5 Screen Protector	2
N5 Strap	2
N5 with scanner & dock	2
FastTrack Software License(s)	2

AUTHORIZED MACHINES: The Client Portal may only be installed on two (2) authorized machines.

**SCHEDULE II
TO THE
FASTTRACK™ SERVICES AGREEMENT**

FEE SCHEDULE:

Description	Fee
Parking Ticket Management System	7% of revenue collected OR \$1.40 per ticket issued (whichever is greater)
Secondary/Advanced Collections - includes any ticket paid more than 2 years from ticket issue date	30% of revenue collected
Parking Permit Management System	\$3.50 per permit issued
Postage	reimbursable to Complus
Handheld Ticket Stock	reimbursable to Complus
Data Plans	included

Warning Tickets: In the event that CLIENT elects to issue warning tickets, COMPLUS will bill CLIENT \$1.45 for each issued warning ticket issued.

DMV Fees: DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to CLIENT, and CLIENT agrees to pay COMPLUS, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.

COMPLUS and its affiliates have developed and programmed **FastTrack™** and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of NY laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD and Discover.

Processing Fee Schedule for Online Payments:

- \$3.50 per parking ticket/code violation paid through COMPLUS' web interface.
- 3.5% per permit payment paid through COMPLUS' web interface.



The term "Processing Fee" as referenced in this Agreement a fee paid by the end user of the online payment service for parking ticket payment and permit payment transactions.

COMPLUS may change this processing fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and CLIENT will only be responsible for allowing chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in **FastTrack™** and become subject to further collection efforts.

Equipment Fees:

Any handheld that becomes lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at a cost of \$4,500 per unit.