

A G E N D A
EXECUTIVE COMMITTEE
Administration Conference Room
Tuesday, July 8, 2014 – 1:30 p.m.

REVISED

1. Call to Order
2. Pledge of Allegiance
3. Roll Call – ** Pending Ratification of the GRF Board of Directors **
4. Chair's Announcements
5. Approval of Minutes of the Regular Meeting of June 2, 2014
6. Correspondence
7. **REPORTS**
 - a. Foundation President (Ronde Winkler)
 - b. Mutual Administration Director (Carol Weller)
 - c. HR Director (Ruth Smith)
 - d. Executive Director (Randy Ankeny)
8. Foundation Member Comments
9. **UNFINISHED BUSINESS**
 - a. Policy 5020 – Organization Of The Board – Discussion Only (pg. 5)
 - b. Policy 5511 – Legal Services – Discussion Only (pg. 6)
 - c. Policy 5061.1 – Will be placed on September Agenda for discussion (pg. 7)
10. **NEW BUSINESS**
 - a. Administration Second Floor –Proposed Modifications (pg. 8)
 - i. Establish Resales Sub-Committee
 - b. Resales Contract – Discussion Only (pg. 13)
 - c. Incident Reports (pg. 25))
 - d. Seal Beach Chamber of Commerce – Request for Executive Director To Join Committee (pg. 26)
 - e. Establish Architecture-Design Sub-Committee
 - f. Establish Emergency Preparedness Sub-Committee
 - g. Establish Policy Re-Write Sub-Committee
 - h. Establish Westminster Property Concept Sub-Committee
11. Committee Member Comments
12. Executive Session
 - a. Legal and Personnel Update
 - b. Approve Executive Session Minutes
13. Adjournment
14. Monthly Meeting: Next monthly meeting will be held on August 12, 2014 at 1:30 p.m. in the Administration Conference Room

Agenda is Subject to Change

June 20, 2014

Golden Rain Foundation Board of Directors
Attention: Executive Committee
Seal Beach, CA 90740



Dear Committee Members

I continue to be disappointed that the Board has failed to come up with an effective plan for traffic enforcement following the unwise decision to not adopt Policy 1920.1 with its provision for levying fines. The proposed amended policy with its provision to “force” violators to attend traffic school, and to leave it to the Mutuals to determine how to deal with violators is not sufficient to attack the problem of irresponsible drivers. There will not be effective change until there is a monetary consequence for traffic violations, just as there is outside the confines of Leisure World.

This issue is of importance to me because my husband lost his life because of a drunken driver, right here in Leisure World. I recognize efforts have been made to increase signage and to educate the shareholders regarding traffic safety, but more is needed to be done.

As a result of my filing a civil suit against this violator, months of soul-searching and weighing pros and cons occupied my thoughts. On one hand, I did not want GRF to be part of this civil action, and my attorney complied with my request. On the other hand, I was frustrated by the GRF Board’s inaction. We still have numerous stop sign runners and speeders, and they all have the knowledge that there will be no monetary consequences for their irresponsible actions and disregard for others. I think this is appalling.

It is also frustrating that GRF gives approval to alcohol being consumed in the clubhouses. There are many instances where shareholders and non-residents attending BYOB events subsequently drive away while under the influence. I strongly believe alcohol should not be permitted in the clubhouses under any circumstances. If another alcohol-related tragedy occurs in Leisure World as a result of this permissive stance, there will undoubtedly be litigation that will hold GRF liable, unlike my case.

The current Executive Committee and Security Bus & Traffic Committee need to take action to address these concerns, which are shared by many in our community.

Sincerely,

Eunice Dillon
Mutual 6 – 136-D

cc: President, GRF
Randy Ankeny – Executive Director

GOLDEN RAIN
foundation
SEAL BEACH

2014 Capital Projects
(Update, June to December 2014)

June

- \$500 File Maker Pro, News (CC & ITS)
- \$1,200 4 File Maker Pro Licenses (CC & ITS)
- \$3,000 Misc Sound System Replacement (RC)
 - General replacement of sound equipment as required
 - **Projects will be completed as proposed**

July

- \$2,500 Work Station Replacements, Misc (ITS)
 - Ongoing to replace workstations (Window 7 Migration) and other computer hardware as needed throughout the year.
 - **Project will be completed as proposed**
- \$40,000 Campus WiFi (ITS)
 - Original plans to deploy a campus wifi umbrella are likely to be postponed until further study is performed, and committee/board decides that this is a need for the Foundation and community. Discussion will be held with the ITS committee in July to determine if this is a need and if these funds can be used for an initial campus WiFi feasibility study.
 - **Project has been canceled and funds may be reallocated**
- \$10,000 AC Replacements, general (PPC)
 - Budgeted for general replacements as needed
 - **Project will be completed as proposed on a as needed basis**

August

- \$5,600 Tablets for Phy. Prop. (8) (PPC & ITS)
 - New acquisition budgeted for the physical properties inspectors to use while working out in the field. Scheduled for August deployment, contingent on Jenark/MicroMain implementation.
 - **Project will be completed as proposed**
- \$3,000 Portable Security Cameras (SBTC)
 - Project to be reviewed by the Committee in August for approval. The project will provide the Security Department with capability to deploy cameras where and as needed.
 - **Project will be completed as proposed**

September

- \$2,500 Work Station Replacements, Misc (ITS)

- Ongoing to replace workstations (Window 7 Migration) and other computer hardware as needed throughout the year
- **Project will be completed as proposed**
- \$24,685.44 Surveillance Cameras Expansion (SBTC & ITS)
 - In progress, deployments throughout year.
 - Reserve and new acquisition budgeted to increase security surveillance throughout GRF organization. Completed deployments include new Café and Purchasing areas. Additional deployments will include specific community intersections and cross-walks, and door ways of community facilities. Funds will also be used to replace existing equipment that requires replacements.
 - Areas for committee review and consideration
 - St Andrew Cross walk
 - St Andrews and Tam O'Shanter
 - Pool and Spa
 - Interiors – CH1,2,3,4 and 6
 - **Project will be completed as proposed**
- \$10,000 Case Management Software (SBTC & ITS)
 - This project has been placed on hold pending the implementation of the new Jenark software system that may provide the services of a case management software system. The system is intended to document security department activity and citation management.
 - **Project has been canceled and funds may be reallocated**

October

- \$10,000 Server Memory Upgrade (ITS)
 - New acquisition budgeted to increase server memory to implement virtual workstation technology, and any other necessary server system upgrades.
 - **Project will be completed as proposed**
- \$2,000 Window 7 License (ITS)
 - New acquisition budgeted to purchase additional Windows 7 Licenses as needed.
 - **Project will be completed as proposed**
- \$4,000 Visitors Admission Printers (SBTC)
 - This project has been placed on hold pending the implementation of the new Jenark software system. Printers will be purchased once Jenark is implemented and functioning at all gates. These printers will be used to print out daily parking passes for guests at the gates
 - **Project will be completed as proposed**

November

- \$21,000 Tablets for Ser. Maint. (30) (PPC & ITS)
 - New acquisition budgeted for Service Maintenance staff to use while working out in the field. Scheduled for November deployment, contingent on Jenark/MicroMain implementation.

- Project has been canceled and funds may be reallocated
- \$2,605.63 Work Station Replacements, Misc (ITS)
 - Ongoing to replace workstations (Window 7 Migration) and other computer hardware as needed throughout the year
 - Project will be completed as proposed

December

- \$5,000 IP Phone & Conference Phone (ITS)
 - Budgeted as a contingency for IP Phones to be purchased throughout the year as needed.
 - Project will be completed as proposed

Large Projects

- \$1,200,000 Perimeter wall replacement (PPC)
- Project originally proposed for wall sections M & L (2,910 linear feet)
 - South wall, Westminster
 - Committee approval of soils testing - \$7,850
 - Soils testing scheduled for early July
 - PPC currently in review of wall sections J & H for replacement - \$560,000
 - May require survey to verify property line.
 - May require engineering for grade and drainage
 - Possible consideration to completing section A - \$390,000
 - Work will have impact to the landscape which will require remedial actions
 - 1.2 million budgeted and allowing for a 10% contingency (\$95,000) estimated project cost \$1,045,000

- \$1,000,000 Paving Project Phase 2 (PPC)
- Current project approved
 - Installation of 3 way Stop at Interlachen - \$3,500
 - Improvements at St Andrews Gate - \$25,000
 - Various projects currently under review by PPC
 - Tam O'Shanter Intersection improvements - \$50,000
 - Installation of lighted cross walk at St. Andrews and Pool - \$45,000
 - Replacement of all street markings - \$300,000
 - Repairs and/or replacement of Del Monte – TBD
 - Patch and crack fill
 - Plans for center Island replacement (Landscape) along St. Andrews - TBD
 - Street Signage improvements as noted by the Anderson Penna report.- \$2,000

Note:

1. \$71,000 in funds may be subject to relocation
2. See attached recap of current work in progress
3. All costs are estimated and are for the purpose of planning and review only

GOLDEN RAIN OPERATIONS**DRAFT 7.7.14****ORGANIZATION OF THE BOARD**A. Members of the Board

The Board has eighteen members. The membership includes consists of two representatives from Mutuals No. One and No. Two and one representative from each of the other Mutuals.

B. Officers of the Board

President
 Vice President
 Corporate Secretary
 Treasurer
~~Deputy Secretary~~

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, and Physical Property, and Community Relations committees.

D. Standing Committees

1. Finance Committee
2. Information Technology Services Committee
3. Communications Committee
4. Physical Property Committee
5. Recreation Committee
6. Security, Bus & Traffic Committee
7. ~~Library~~ Community Relations Committee

E. Other Committees Approved by the Board

The suggested changes will take effect at the start of the 2015/2016 term.

Policy

Adopted: 18 Jan 72

Amended: 17 Feb 76

(Aug 2013)

**GOLDEN RAIN FOUNDATION
 Seal Beach, California**

GOLDEN RAIN OPERATIONS**BOARD INTERNAL OPERATIONS****Legal Services**

It is the policy of the Board of Directors of the Golden Rain Foundation to retain counsel for assistance and advice where proposed actions may involve legal relationships.

1. Obtaining legal counsel;
 - a. The President of the Foundation will authorize, in advance, contacts for legal services, either by making the contact himself or by authorizing committee chairmen to make the contact.
 - b. The Administrator shall perform the same function for all staff contacts for legal services.
 - c. When, however, the attorney is a member of a committee, the chairman of that committee shall have the right to request legal services from him until the conclusion of the work of that committee.
2. Authorization to institute formal legal proceedings is a function of the Board and will be referred to the Board for authorization prior to legal action being instituted, except where legal action is the outgrowth of normal operating procedures that have been previously authorized.

Policy

Adopted: 18 Jan 72

GOLDEN RAIN FOUNDATION
Seal Beach, California

(Jan 72)

GOLDEN RAIN FOUNDATION

Application of Fees

Initiation Fee Regulation - Application of Fees

For the purpose of calculating the ~~initiation~~ **membership** fee, the "member equity" is the amount of "Trust Accountability." The Trust accountability is the net value of assets available for the use of foundation members. It is the intent of the ~~initiation~~ **membership** fee to purchase the current facilities. Conversely, the non-Trust assets are eliminated from the calculation because the depreciation of this group of assets is charged to the membership as a trust maintenance fee. The ~~initiation~~ **membership** fee is added to the replacement fund, and the interest earned on this fund is used to offset the trust maintenance costs. **The Executive Committee will review all fees annually during the fourth quarter of the year.**

~~Administrative Services~~ **Mutual Administration** Department

The following schedule of fees shall be established to provide for standard cost recovery for services provided by the Stock Transfer Office:

	<u>Golden Rain Foundation Fees</u>	<u>Cost</u>	<u>Policy</u>
1.	Initial GRF Membership Certificate Fee	\$150	5061
2.	Transfer Fee- <u>In Escrow</u>	\$350	5062
 <u>Mutual Fees and Deposits</u>			
3.	Mutual Withdrawal Inspection <u>Repair Fee Deposit</u>	\$ 5,000	*7530
	\$2500—\$350	<u>\$10,000</u>	
4.	Mutual <u>Withdrawal</u> Inspection Processing Fee	\$ 500-	*7525
		<u>\$1000</u>	
5.	Non-member Co-Occupant Set-up Fee	\$50	**
6.	Replacement Photo-ID Card Fee	\$5 <u>\$10</u>	1201
7.	Caregiver Provider Pass Fee	<u>\$5</u>	**
8.	<u>Mutual Escape Tax Deposit</u>	<u>\$3,000</u>	7709.1 7701.1.9

*Varies by Mutual

**Cost Recovery Fee

Regulation: Adopted 01 Jul 04
Revised: 15 May 07

Executive Director
GOLDEN RAIN FOUNDATION



Administration Building 2nd Floor, Proposed Modifications

There is a clear and present need to provide additional support to the Mutual Administration Department, combined with recent staffing changes and revision of the role of the Assistant to the President which will now become Executive Coordinator. The following are the proposed modifications to the 2nd floor of the Administration building which are intended to accomplish the following:

- Enhance the receptionist station and lobby
- Provide required additional office space for the new position of Assistant Mutual Administration Manager.
- Group all Mutual Administration offices into a central location and expand available office space.
- Group the Executive Offices and provide a common corridor between the Office of the President and Executive Director

See Attached Plans sheets 1 through 3.

General Scope of Work

1. Remove and relocate doors per attached plans.
2. Close doorways, drywall and texture as required
3. Add electrical and ITS as need per the office reconfiguration and to support relocation of the copy machine.
4. Remove and install storage cabinets as needed (copy room)
5. Paint all wall and ceiling surfaces (colors to match conference room)
6. Replace Carpeting (including stairway)
 - a. Add vinyl or other suitable floor covering in area directly under the copy machine (approximately 3' x 5').
 - b. Carpet "new" recording secretaries office area (cover vinyl flooring)
7. Remove and replace window coverings (match conference room)
8. Scope of work includes Board work room.

Optional

1. Remove walls (structure and budget allowing)
 - a. Wall A – Open office concept Mutual Administration)

b. Wall B – Open office concept Administration)

Office Furniture Requirements

1. Reception desk/work station
2. Social Services
3. Copy room storage cabinets and/or shelving

Funding

\$71,000 is available through 2014 Capital Projects which will not be preformed (see attachment 2014 Capital Project Update)

Estimated Costs

Item	Low Estimate	High Estimate	Notes
Carpet	15000	20000	Based upon worked preformed at CH5 and Conference Room
Paint	7500	12000	Based upon worked preformed at CH5
Window Coverings	3400	4600	
General Reno	6000	11000	General Estimate to R & R Doors and Walls
Electrical & ITS	2000	4000	General Estimate, electrical & ITS needs
Furniture	6000	8000	1 Reception Desk, 3 Work Stations
Sub Total	39900	59600	
Allocated Labor	3600	5400	100 to 150 hours at \$36 per hour
Contingency	2500	5000	
Total	\$46,000	\$70,000	Estimated Costs

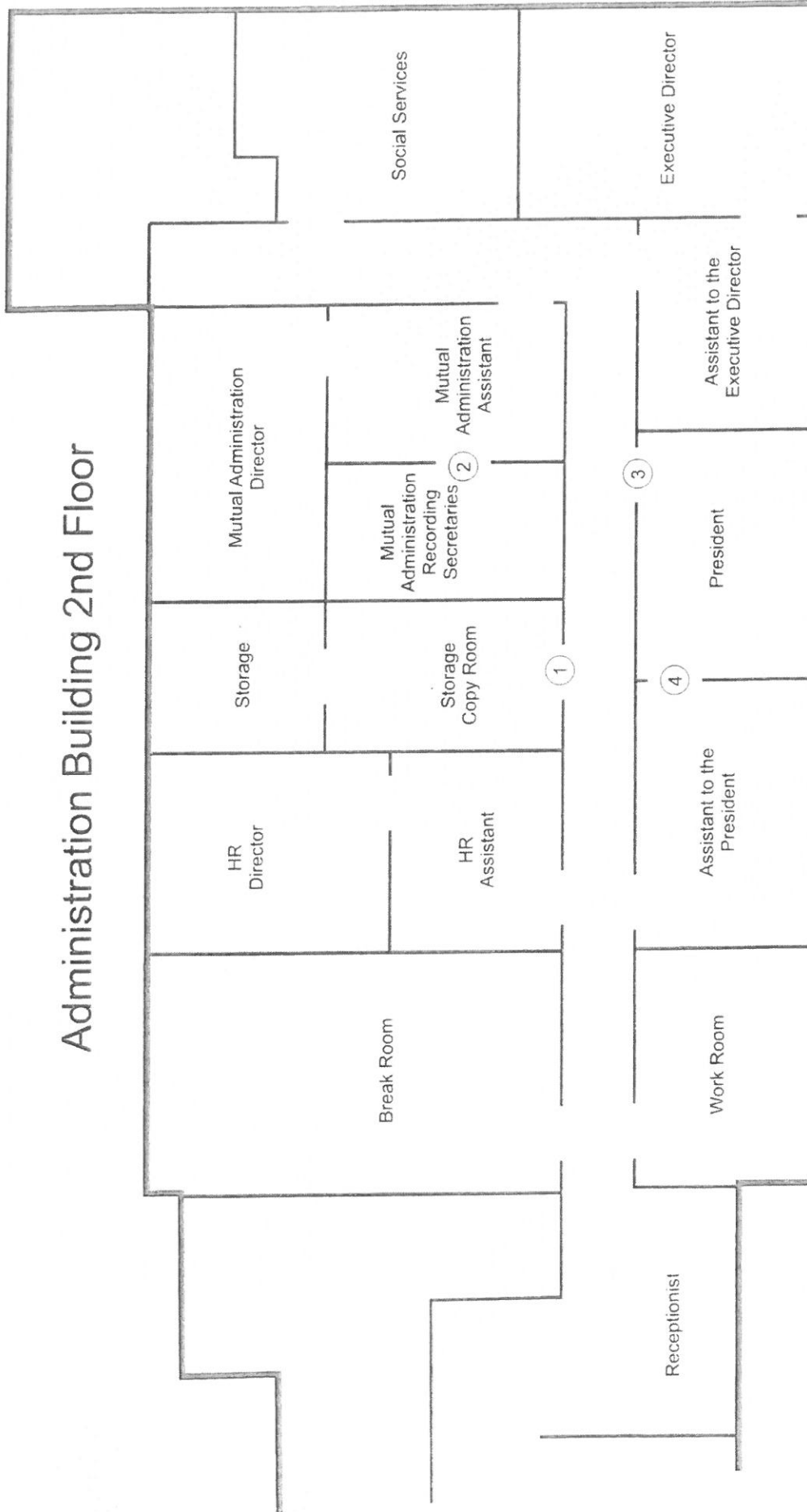
Project Flow/Management

Maintaining a fully operational work environment throughout the full scope of the project is a requirement. As such the proposed project would have to be completed in phases and will require the services of contractors after hours or on weekends. Further it is suggested that GRF Physical Properties not perform the noted construction work (doors relocation, wall openings and closures) due to current mutual work load.

Recommended review process

1. Executive Committee – Project general review
2. Board -Conceptual approval
3. Finance Committee – recommendation to reallocated approved Capital Funds
4. Physical Properties Committee – Proposals and Bid review
5. Approval – Board

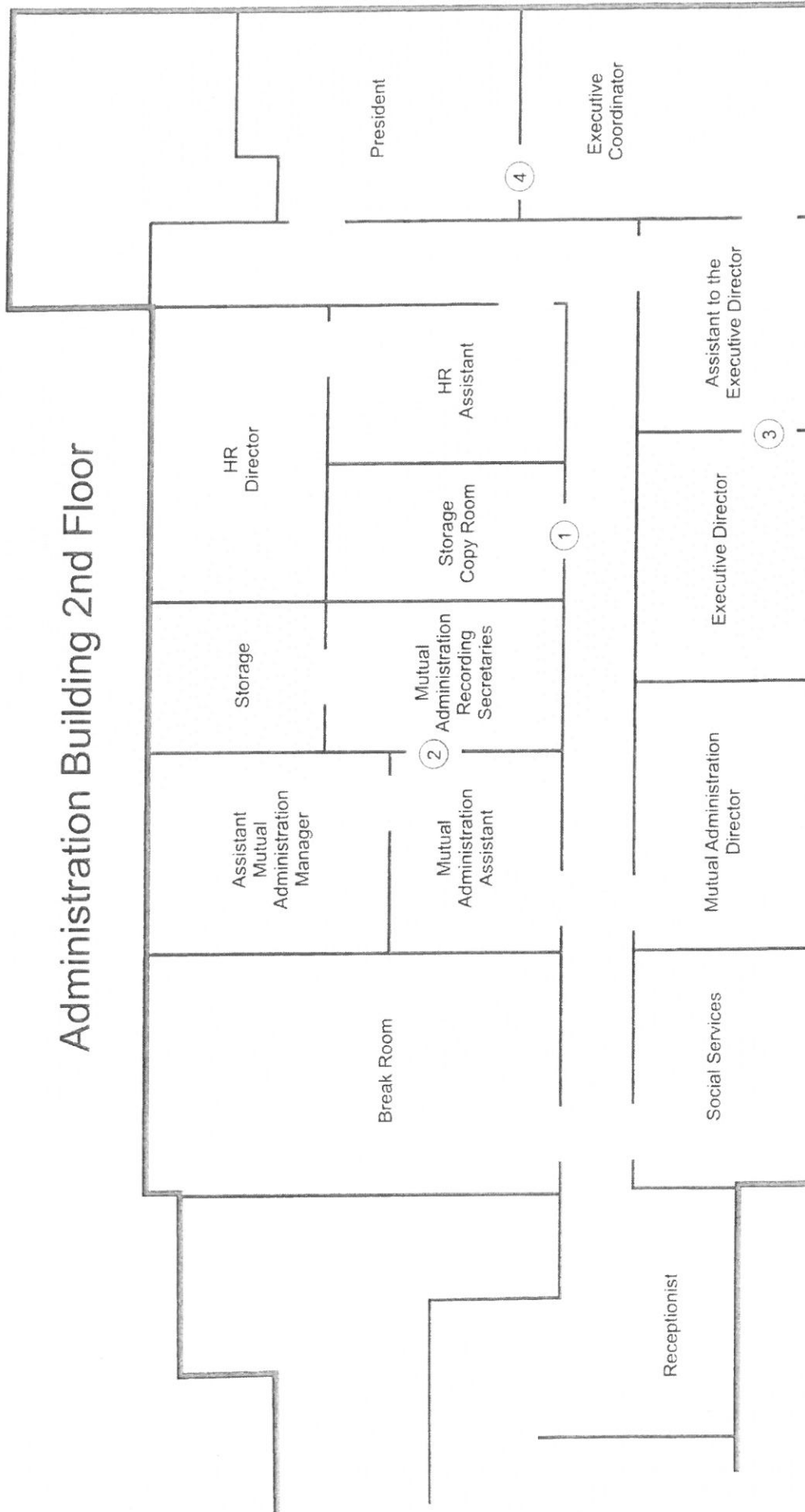
Administration Building 2nd Floor



○ = Doors to be removed and relocated

Existing Office Plan

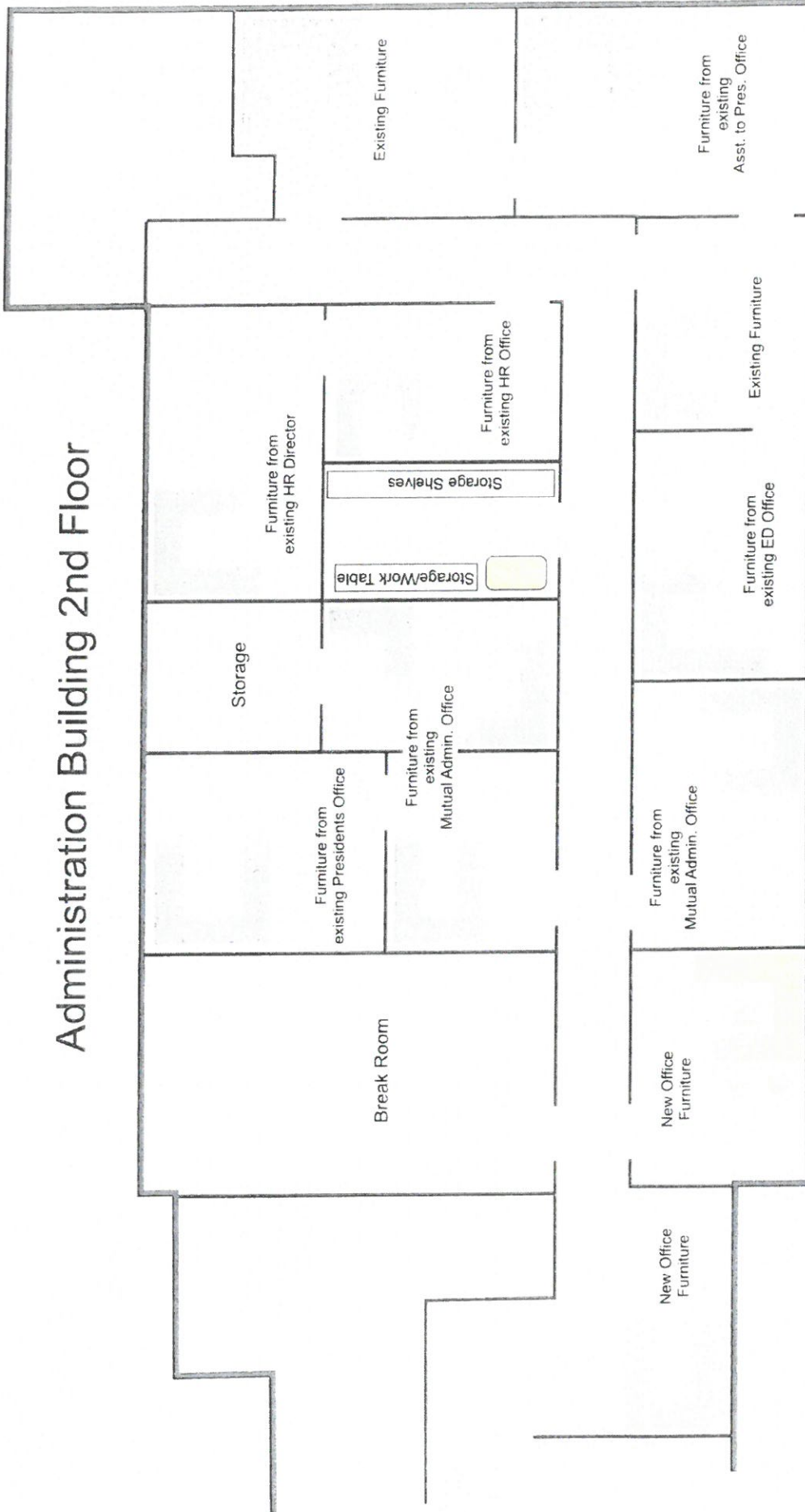
Administration Building 2nd Floor



○ = Doors to be added

Proposed Office Plan

Administration Building 2nd Floor



Proposed Office Plan General Furniture Layout

CHARLES BRISKEY REAL ESTATE, INC.
ON-SITE SALES OFFICE

EXPIRES 12/31/14
CO!

September 15, 2009

President Golden Rain Foundation
Mr. G. Sluder
PO Box 2069
Seal Beach, CA 90740

Re: Re-sales contracts extension.

Dear Mr. Sluder:

It has been a pleasure serving the Golden Rain Foundation as the on-site sales office.

In accordance with our contract dated January 2005, paragraph four; please accept this as a sixty day written notice of my intention to renew both the Re-sales Facility Agreement and the Re-Sales Operation Agreement for an additional term of five years beginning January 1st 2010.

In addition I propose that for the next five years Charles Briskey Real Estate, Inc. will pay the Golden Rain Foundation a minimum rental fee of \$120,000 per year or fifty four percent (54%) of the gross monthly commission, which ever is greater.

I want to thank you, the Re-sales committee members and all the Golden Rain Board members for their support and cooperation and I look forward to a continued successful relationship in the future to provide service to the community.

Sincerely,



Elaine Briskey
President/Broker on-site

FINANCE COMMITTEE MINUTES
October 12, 2009

The regular meeting of the Finance Committee, held on Monday, October 12, 2009, was called to order by Chair Barratt at 1:35 p.m. in the Administration Conference Room.

ROLL CALL

Present:	Mr. T. E. Barratt, Chair	Mr. C. Fuqua
	Mrs. S. Burns	Mr. J. Gilbert
	Mr. R. Freitag	Mr. G. Sluder, Ex Officio
Absent:	Ms. M. Milhone	Mrs. T. Zimmerman
Also Present:	Mr. D. Schaeffer, Administrator	
	Mr. R. Ual, Controller	

MINUTES

On MOTION of Mr. Freitag, seconded by Mr. Fuqua, and carried unanimously, the minutes of the regular meeting of September 17, 2009, were approved as printed.

UNFINISHED BUSINESS

Resales Operations and Facility Lease Agreements

Mrs. Briskey of Briskey Real Estate, Inc., the current tenant of the Onsite Sales Office, has utilized her option in the current Facility Lease Agreement executed in 2005 to extend the terms of the contract for five years. The contract with Briskey Real Estate will come up for renewal in 2014. Mr. Barratt said that a new contract will need to be developed at that time. The members discussed the likeliness of going out to bid. Mr. Schaeffer said he would contact two outside realtors who had previously expressed interest in bidding for the lease about the contract continuation.

Contracts/Policies – for discussion only

Mr. Barratt distributed copies of GRF policies concerning purchasing and contracts. It had previously been suggested that the Finance Committee oversee all contracts, especially those concerning money. The members will review the policies and make any necessary recommendations during the coming year.

REPORTS

Controller

Per Committee request, Mr. Ual listed current bond information in the Trust Improvement Fund Commitment Report, which should aid Committee members in tracking bond performance.

**BOARD OF DIRECTORS MEETING
GOLDEN RAIN FOUNDATION**

December 21, 2004

President Burns called the regular Open Meeting of the Board of Directors of the Golden Rain Foundation to order at 10:00 a.m. on December 21, 2004, in Clubhouse Four. Mr. Franklin led the Pledge of Allegiance.

Following the roll call, Secretary Crawford reported that Directors Tuttle, Scott, Jahn, Ogden, Franklin, Nevill, Cummings, Rickerson, Howard, Larsen, Barratt, Burns and Crawford were present. Directors Dortch, Freitag, Reimers and Banes were absent. Assistant Administrator Schaeffer was also present.

By MOTION of Secretary Crawford, seconded by Mr. Nevill and carried with one abstention (Sluder), the minutes of the regular Open Meeting of November 16, 2004, were approved as published.

President Burns advised the audience that in accordance with Policy 5610, Participation by Foundation Members, and Procedure 5610.1, Operation Procedure, Foundation members may comment on current agenda items, which are presented to the Board for action, prior to the vote of the Board being taken. Foundation members are also permitted to enter into a question and answer period following the adjournment of the meeting. In either case, Foundation members must register their requests in advance of the meeting, and comments are limited to three minutes.

Mrs. Burns advised the Committee and audience that the Treasurer's Report would be presented at the next Open Board meeting as the November figures were not available in time for this meeting.

RENEWAL OF RESALES OPERATIONS AND FACILITY LEASE AGREEMENTS

The Resales Operations and Facility Lease Agreements between the Foundation and Charles Briskey Real Estate, Inc. are due to expire at the end of the year. In May of this year, the Committee discussed the performance of the On-site Sales Office and agreed it is satisfactory.

In accordance with the Fourth Paragraph of the Resales Facility Lease Agreement, the lease may be extended for an additional five-year term if the broker gives written notice of intention to renew not less than 60 days before the end of the initial term of the lease. The president of the On-site Sales Office submitted her notice of intention to extend the lease for another five years within the specified period. Currently, the monthly rental fee is 53% of the gross monthly commission, which is the 3.5% income from sales generated at the on-site facility, and Mrs. Briskey proposed to increase the rental fee to 54% of the gross monthly commission.

At its meeting on May 20, 2004, the Resales Committee recommended to renew the Agreements with Charles Briskey Real Estate, Inc. for a five-year period. The current members of the Resales Committee also recommended that the agreements be renewed.

Ms. Tuttle thanked the Resales Office for its generous offer and explained to recent residents that in the past, a flat rate was given to the Foundation, and the Resales Committee changed the commission to a percentage that further reduced the carrying charges on each apartment.

Ms. Tuttle MOVED, seconded by Ms. Cummings and carried unanimously –

TO extend the Resales Operations and Facility Lease Agreements with Charles Briskey Real Estate, Inc., for the period January 1, 2005 through December 31, 2009, with the same terms and conditions as the existing contract, except to increase the rental fee to 54% of the gross monthly commission.

RENEWAL OF WORKERS' COMPENSATION INSURANCE

The Foundation's Workers' Compensation Insurance policy for 2004 expires December 31, 2004. The estimated premium for the past year was \$300,814.

D.L.D. Insurance Brokers, Inc. was named the broker of record for the Foundation for 2005 in order to solicit bids from a wider range of underwriters. The underwriters submitted bids that highlight an estimated premium which is based on actual payroll dollars spent in 2004.

The current carrier, State Compensation Insurance Fund, has an A.M. Best Rating of NR4 and responded with a bid of \$292,829, which is a decrease of \$7,985 over last year's premium. A second carrier, American Home Assurance Company, has an A.M. Best Rating of A++XV and issued a bid of \$282,561, which is \$18,253 lower than last year's bid. American Home Assurance Company is a division of AIG. Detailed information on the bids is available in the Board Office for your review, if desired.

The broker recommends that the Workers' Compensation Insurance policy be placed with American Home Assurance Company. Funds in the amount of \$489,452 have been allocated in the 2005 budget for this insurance.

At its meeting on December 14, 2004, the Finance Committee recommended that the Workers' Compensation Insurance be placed with American Home Assurance Company for 2005.

Ms. Cummings was "thrilled" that the Foundation was able to get other underwriters to bid on Workers' Compensation. Mr. Barratt said that it was due to Mr. Narang's efforts that the Foundation was able to get the best deal possible.

RESALES OPERATIONS AGREEMENT

This OPERATIONS AGREEMENT made and entered into effective this 1st day of January 2005, by and between GOLDEN RAIN FOUNDATION (hereinafter referred to as "FOUNDATION") and CHARLES BRISKEY REAL ESTATE, INC., (hereinafter referred to as "AGENT"), without regard to date of actual execution:

WITNESSETH

Now therefore, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

FIRST: The term of this Agreement commences on the 1st day of January 2005, and shall be for a period of five (5) years, commencing on said date and continuing through December 31, 2009, unless sooner terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party at any time and without cause by the party desiring to terminate giving written notice to the other party at least one hundred eighty (180) days prior to the end of the initial term of the Agreement or any extension thereof.

SECOND: The AGENT shall operate a resales office and escrow office. The AGENT shall offer for sale individual stock interests in any and all Mutual Corporations and the associated memberships in the FOUNDATION; it is understood and agreed by the parties hereto that the memberships referred to are membership transfers of existing and outstanding memberships previously issued by the FOUNDATION.

THIRD: The parties acknowledge that the transfer of a membership in the FOUNDATION is prohibited, except that the transfer thereof is in conjunction with the transfer of a membership or share of stock in a cooperative housing corporation or a condominium in Seal Beach Mutual Number 17, specifically those cooperative housing corporations located within the confines of Leisure World, Seal Beach, California, known as Seal Beach Mutuals Numbers 1 through 12 and 14 through 16, and condominiums located in Seal Beach Mutual Number 17.

FOURTH: The AGENT shall expend every effort to procure buyers and transferees for the memberships in this corporation. The AGENT shall further prepare sales materials and brochures and shall employ the necessary sales persons and office personnel to carry on an active sales program for the memberships in the FOUNDATION in conjunction with the sale of the related share of Mutual stock.

RESALES OPERATIONS AGREEMENT

FIFTH: The AGENT shall be free to solicit prospects at such time and in such manner as it shall deem fit, but in order that the FOUNDATION may be kept informed, the AGENT shall, from time to time, report to the FOUNDATION in respect to memberships listed for sale and shall submit a report within ten (10) days following the end of each calendar month advising the FOUNDATION as to the number of membership listings for sale and listed with the AGENT, the number of sales consummated and the number of sales in escrow.

SIXTH: Notwithstanding any provisions in this Agreement to the contrary, in performing the services described herein, AGENT shall operate as an independent contractor, maintaining its own corporation as distinct and separate from FOUNDATION. Performance hereunder shall be subject entirely to the internal direction of AGENT. AGENT shall have the sole and exclusive authority to hire and terminate the personnel providing services hereunder. No provision in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between AGENT and FOUNDATION other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

AGENT shall make no representations to any prospective purchaser of membership, except those in writing previously approved by the FOUNDATION. It is agreed by the AGENT that this Agreement does not constitute an exclusive agency by AGENT for the purpose of sale of memberships in the FOUNDATION.

SEVENTH: The AGENT shall not be restricted or limited in respect to the prop-erties it may seek to sell or in respect to the person it may solicit. The AGENT does, however, covenant and agree that as to any sales facilities granted, leased or permitted to be used for sales within the confines of Seal Beach Leisure World, that no transaction of business, other than that relating to the sale of memberships in the FOUNDATION, shall be carried on, except the incidental sale of shares of stock in the housing cooperative constituting Seal Beach Leisure World, and escrow services as above provided.

EIGHTH: The AGENT covenants that it will not permit or suffer use to be made of any facilities granted, rented or leased by the AGENT within the confines of Seal Beach Leisure World, for sales, by any person not employed by AGENT and engaged in the business of selling and procuring buyers for memberships in the FOUNDATION.

RESALES OPERATIONS AGREEMENT

NINTH: The FOUNDATION owns the Resales Facility premises and agrees to lease said premises to the AGENT for the duration of this Agreement and according to the terms of the Lease Agreement of the same date, attached hereto and made a part hereof. The parties hereto understand that this is an essential provision, upon which both parties have relied in executing this Agreement and without the inclusion of which the parties would not have entered into this Agreement. Each agreement is dependent on the other agreement; a breach of one of the agreements shall constitute a breach of the other.

TENTH: The AGENT shall not and is not authorized expressly or by implication, to make any commitment, engagement or contract on behalf of the FOUNDATION and shall have no authority to sign on behalf of the FOUNDATION any contract or other instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and first years above written.

Attest:

GOLDEN RAIN FOUNDATION

Date: Jan 7 - 2005 By: *Frederic E. Crowford*
Secretary

Date: Jan 5, 2005 By: *Sharon H. Bunas*
President

CHARLES BRISKEY REAL ESTATE, INC.

Date: January 5, 2005 By: *Elaine Briskey*
Elaine Briskey, President

(Approved:)

RESALES LEASE AGREEMENT

This LEASE AGREEMENT made and entered into effective this 1st day of January 2005, by and between GOLDEN RAIN FOUNDATION (hereinafter referred to as "LESSOR") and CHARLES BRISKEY REAL ESTATE, INC. (hereinafter referred to as "LESSEE"), without regard to date of actual execution:

WITNESSETH

That the LESSOR, in consideration of the rents, covenants and agreements hereafter contained, to be paid, kept and performed by the LESSEE, and upon the condition that each and all of the said covenants and agreements shall be duly kept and performed by the LESSEE, does by these presents lease, demise and let unto the LESSEE, for the purpose of conducting therein real estate sales and escrow operation, and for no other purposes, those certain premises situated in the City of Seal Beach, County of Orange, State of California, and more particularly described as follows, to wit: Leisure World Resales Office at 1901 Golden Rain Road, Seal Beach, California.

The term of this Lease commences on the 1st day of January 2005, and shall be for a period of five (5) years, commencing on said date and continuing through December 31, 2009, unless sooner terminated in accordance with the terms of this Lease.

LESSEE shall pay to LESSOR during the period January 1, 2005 through December 31, 2009, a monthly rental fee of 54% of the gross monthly commission, which is the 3.5% income from sales generated and is payable in monthly installments in advance on the first day of each month of said period beginning January 1, 2005. The rental fee shall be negotiated 60 days before the beginning of each year thereafter, until 2009.

In the event rent is not paid by the 10th day of each month in which the rent is due, there shall be payable a penalty for failure to pay rent in the sum of five percent (5%) of the amount due each month the rent remains unpaid, and commencing on the 21st day of the delinquency of said rent.

LESSEE does hereby hire and take possession of and from the LESSOR the said premises as is, for the said term and at the said rental, and does jointly and severally hereby covenant and agree with the LESSOR as follows:

FIRST: That the LESSEE will pay the said rent reserved to the LESSOR at the office of the LESSOR. If the LESSEE shall be in default in the performance of any condition, covenant, or agreement herein contained, or shall abandon or vacate said premises, besides other remedies or rights the LESSOR

RESALES LEASE AGREEMENT

may have, it shall be optional with the LESSOR, after giving said three day written notice of default to relet the said premises, or any portion thereof, for such rent and upon such terms as the LESSOR may see fit, and if a sufficient sum shall not be thus realized after paying the expenses of such reletting and collecting to satisfy the rent hereby reserved, the LESSEE agrees to satisfy and pay any deficiency, including any and all attorney's fees and real estate commissions. All remedies herein given the LESSOR shall be cumulative and in addition to any other legal and equitable rights which the LESSOR may have.

A default under and pursuant to the terms of the LESSEE's Resales Operations Agreement executed concurrently with this Lease shall constitute a default under the terms of this Lease.

SECOND: That the LESSEE will not use, or permit to be used, the said premises, or any part thereof, for any purpose or purposes other than the purpose or purposes for which the said premises are leased, demised and let unto the LESSEE, as hereinabove specified; and no use shall be made of said premises, nor acts done, which will increase the hazard thereof or the existing rate of insurance upon the building thereon, nor shall the LESSEE sell, or permit to be kept, used or sold, in or about the said premises, any article which may be prohibited by the standard form of fire insurance policies, or by law or ordinance.

THIRD: That LESSEE will not commit, or suffer to be committed, any waste upon the said premises.

FOURTH: As hereinabove provided this Lease is for an initial term of five years and an additional five-year term by giving written notice of intention to renew which said notice shall be given not less than sixty (60) days prior to the end of the initial term of the Lease. Each party to this Lease shall have the right to terminate the Lease at any time without cause by giving written notice of its intention to terminate the Lease, which said notice shall be given one hundred and eighty (180) days prior to the date of termination.

FIFTH: That the LESSEE will not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of the LESSOR first had and obtained and that any additions to or alterations of the said premises, except moveable furniture and trade fixtures, shall become at once a part of the realty and become the property of the LESSOR.

SIXTH: That the LESSEE will not assign this Lease, or any interest therein, and will not lease or underlet the said premises, or any part

RESALES LEASE AGREEMENT

thereof, or any right or privilege appurtenant thereto, or mortgage or hypothecate the leasehold, without the written consent of the LESSOR first had and obtained and that a consent to one assignment or subletting or hypothecation shall not be construed as a consent to any subsequent assignment or subletting or hypothecation. And it is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer of this Lease or any interest therein, or underletting or hypothecation, either voluntary or involuntary act of the LESSEE, or by operation of law, or otherwise, shall at the option of the LESSOR, terminate this Lease; and any such purported assignment (by death excepted), transfer or underletting, without such consent, shall be null and void. The LESSOR's consent to any such assignment or subletting shall not relieve the LESSEE from any obligation under this Lease, unless the LESSOR expressly agrees in writing to relieve the LESSEE from such obligation.

SEVENTH: That the LESSEE will, at its sole cost and expense, faithfully observe in the use of the premises all municipal regulations and ordinances, and state and federal regulations and statutes now in force, or which may hereafter be in force. The commencement or pendency in any state or federal court of any abatement proceedings affecting the use of the said premises shall, at the option of the LESSOR, terminate the LESSEE's right of possession under this Lease.

EIGHTH: That the LESSEE, as a material part of the consideration under this Lease, does hereby assume all risk of injury or damage to persons or property, including all property of the LESSEE and the LESSOR, in or about the said premises from every source, and that the LESSEE will hold the LESSOR harmless on account of any such damage or injury, except that the LESSEE shall not be liable to LESSOR for any damage or injury to LESSOR's property caused by accidental fire, earthquake or other acts of God.

NINTH: That the LESSEE will permit the LESSOR and its agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same, or for the purpose of repossessing said premises, or for the purpose of making repairs, alterations, or additions to any portion of said building, without any rebate of rent to the LESSEE for any loss of occupancy or quiet enjoyment thereby occasioned, and will permit the LESSOR at any time after thirty (30) days prior to the expiration of this Lease to place upon said premises any ordinary "To Let" or "To Lease" sign. The LESSEE will permit the LESSOR, or its agents, upon any default or violation under this Lease by the LESSEE to remove any sign or signs, on said premises and substitute therefor any sign or signs, which the LESSOR may deem advisable.

RESALES LEASE AGREEMENT

TENTH: That on the last day of the said term or other sooner termination of this Lease, the LESSEE will peaceably and quietly leave, surrender, and yield up to the LESSOR all and singular the said premises, with the said appurtenances and fixtures, in good order, condition and repair, damage by acts of God excepted. If the LESSEE does not clean the premises before surrendering the said premises, the LESSOR may do so and in that event LESSEE agrees to pay the LESSOR for the cost of cleaning the same.

ELEVENTH: Should LESSEE continue to occupy the premises after the expiration of the Lease with the consent of LESSOR, a month-to-month tenancy shall be deemed to exist and such holding over shall not constitute an extension of the Lease, provided, however, that during such tenancy, all of the terms and conditions of this Lease (except for those relating to the term hereof) shall remain in full force and effect.

TWELFTH: In the event of any litigation or arbitration between LESSOR and LESSEE to enforce any provision of this Lease or otherwise with respect to the premises (including any bankruptcy proceedings), the unsuccessful party in such litigation shall pay to the successful party all costs and expenses, including reasonable attorney's fees incurred by the successful party.

THIRTEENTH: In the event of a partial destruction of the said premises during the said term, from any cause, the LESSOR shall forthwith repair the same, provided such repairs can be made within thirty (30) days after the regulations of federal, state, county or municipal authorities, but such partial destruction shall in no way annul or void this Lease, except that the LESSEE shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deductions to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the LESSEE in said premises, but in no event to be more than the amount of the monthly rental. In the event that the LESSOR does not make such repairs in thirty (30) days, or such repairs cannot be made under such regulations, this Lease may be terminated at the option of either party. In respect to any partial destruction which the LESSOR is obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the LESSEE. A total destruction of the building in which the said premises are situated shall terminate this Lease.

FOURTEENTH: The waiver by the LESSOR of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein.

RESALES LEASE AGREEMENT

FIFTEENTH: LESSEE agrees to carry a public liability policy in the amount of one million dollars (\$1,000,000) and a one million dollars (\$1,000,000) property damage policy with some reputable insurance company, naming LESSOR as an additional named insured.

SIXTEENTH: The LESSOR will pay for all heat, light, power, all other utilities, janitorial, landscaping, telephone equipment (all telephone bills to be paid by the LESSEE), property taxes and property and fire insurance associated with said premises. The said premises, and every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said premises are at the date hereof in good order, condition and repair; that they will be so kept by the LESSOR at the sole cost and expense of the LESSOR during the said term.

SEVENTEENTH: Each one of the undersigned hereby releases and waives the right of subrogation against the other, including their officers, directors and employees, if any, for the responsibility for damage to property caused by fire, explosion or other hazard covered by a standard fire insurance policy with an extended coverage endorsement attached.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have hereunto and to a duplicate hereof, set their respective hands and seals, the day and year first above written.

Attest:

GOLDEN RAIN FOUNDATION, LESSOR

Date: Jan 07 - 2005

By: *Laverne C. Crawford*
Secretary

Date: 1/7/05

By: *Shirley H. Burns*
President

Date: January 5, 2005

CHARLES BRISKEY REAL ESTATE, INC.
By: *Elaine Briskey*
Elaine Briskey, President

(Approved:)

MEMO

TO: EXECUTIVE COMMITTEE
FROM: RANDY ANKENY
SUBJECT: INCIDENT REPORTS
DATE: JUNE 27, 2014
CC: FILE

In review of litigations (past and present) I would like bring to the attention of the Executive Committee that a need may exists to review incident reports and the supporting documents (photographs). I would respectfully like to request consideration and possible legal review of the following.

Any photographs taken by staff for incidents involving alleged injuries will be immediately forwarded to corporate counsel and be considered client attorney privilege information.

This measure is to fully protect the best interest of the Mutual Corporations as well as Golden Rain Foundation.

Executive Committee
Golden Rain Foundation
P.O. Box 2069
Seal Beach, CA 90740

June 18, 2014

Dear Executive Committee Members:

At the request of Randy Ankeny, we would like to request that we work together to expand the travel area and shopping opportunities for many of the residents of Leisure World. Please see the details of our request below.

Community Outreach Committee Mission Statement: To establish new and lasting relationships between the Seal Beach Chamber Merchants and the Senior Community.

GOAL:

1. Bring more Leisure World residents to Old Town Chamber Merchants during off-peak hours.

Working Together

- The committee requests that GRF consider providing transportation service, using the new bus donated by the GAF, one or two days a week. The bus would travel from Leisure World to the Old Town area, expanding resident's shopping and beach going opportunities.
- Merchants will offer exclusive discounts to any resident that shows their Leisure World ID card.
- Chamber will strongly recommend that more merchants advertise in the GR News.
- Chamber will hold an annual Senior Day event in Old Town.

This is the beginning of what our committee hopes will be a new, closer relationship between the residents of Leisure World and the members of the Seal Beach Chamber of Commerce.

Very truly yours,

Paul Pratt, Co-Chair
Seal Beach Chamber, Community Outreach Committee
1602 Monterey Road, 13C
Seal Beach, CA 90740
(562) 431-2234

Marisa McAuley

From: Courtney Knapp
Sent: Monday, June 30, 2014 2:51 PM
To: Marisa McAuley
Subject: FW: SB Chamber - Community Outreach Committee
Attachments: Chamber Outreach Committee to GRF.doc

FYI

*Courtney Knapp
Assistant to the President*

Golden Rain Foundation
Tel: (562) 472-1303
Fax: (562) 598-2009
Email: courtneyk@lwsb.com

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From: Randy L. Ankeny
Sent: Wednesday, June 18, 2014 3:56 PM
To: Courtney Knapp
Cc: Carole Damoci Forwarding Address; President GRF
Subject: FW: SB Chamber - Community Outreach Committee

Courtney,

Please add to the EC agenda

Randy L. Ankeny
Executive Director
for the Golden Rain Foundation
P.O. Box 2069
Seal Beach, CA 90740
Tel: (562) 431-6586, ext. 312
Fax: (562) 598-2009
Email: randya@lwsb.com

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From: Factory Direct Network [<mailto:Network@thegrid.net>]
Sent: Wednesday, June 18, 2014 3:39 PM
To: Randy L. Ankeny

Subject: SB Chamber - Community Outreach Committee

Dear Randy,

Please see the attached letter. Can you please pass it along to the Executive Committee. I hope this satisfies the GRF requirements. If you require more information, please let me know.

FYI - Mike Levitt has stepped down from the Committee, so you will be dealing with me and our other Co-Chair, Ms. Shannon Switzer.

Please let us know the next step and thanks for your assistance.

Best,

Paul

On 5/16/2014 7:35 AM, Randy L. Ankeny wrote:

Before I can become involved as an employee of the Golden Rain Foundation the action needs the approval of the Board of the Foundation. I would like to suggest that a general white sheet be drafted covering the general purpose of the committee which I or a representative of your group can present to the GRF Board.

Best Regards

Randy L. Ankeny
Executive Director
for the Golden Rain Foundation
P.O. Box 2069
Seal Beach, CA 90740
Tel: (562) 431-6586, ext. 312
Fax: (562) 598-2009
Email: randya@lwsb.com

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