



Revised 12.12.19

Board of Directors

Agenda

Clubhouse Four
Tuesday, December 17, 2019
10:00 a.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) Health Care Advisory Board Update (pp. 1-8)
- 7) 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

- 8) Consent Calendar (pp. 9-
 - a) Committee/Board meetings for the Month of November 2019 (pp. 9-10)
 - i) Minutes of the Recreation Committee Board Meeting of November 4, 2019
 - ii) Minutes of the Executive Committee Board Meeting of November 8, 2019
 - iii) Minutes of the Finance Committee Board Meeting of November 18, 2019
 - b) GRF Board of Directors Minutes, November 26, 2019 (pp. 11-34)
 - c) December GRF Board Report (pp. 35-44)
 - d) Accept Month of November Financial Statements for Audit (pp. 45-50)
- 9) Reports
 - a) Facilities and Amenities Review (FAR) Ad hoc Committee
 - b) Management Services Review Ad hoc Committee
 - c) Strategic Planning Ad hoc Committee
 - d) Website Ad hoc Committee

10) New Business

a) Communications and ITS Committee

- i) **TENTATIVE VOTE:** Adopt 20-2806-2, Service Fees (Mr. Massetti, pp. 51-52)
- ii) Capital Funding Request – Main Gate and Yard Internet Upgrades – Ubiquiti (Mr. Pratt, pp. 53-54)

b) Executive Committee

- i) **TENTATIVE VOTE:** Amend 30-5025-3, GRF Election Procedures (Ms. Gerber, pp. 55-64)

- ii) **EMERGENCY ACTION:** Approve Renewal of Workers' Compensation Insurance (Ms. Hopewell, pp. 65-112)

c) Finance Committee

- i) Approve Exclusive Use of Trust Property (Ms. Winkler, pp. 113-160)
 - 1. Genealogy Club
 - 2. Video Producers Club
 - 3. Theater Club
 - 4. Historical Society
 - 5. Rolling Thunder
 - 6. Mutual Eight

d) Mutual Administration Committee

- i) Capital Funding Request – Custom Programming for Mutual SRO Reports (Ms. Gerber, pp. 161-162)
- ii) Capital Funding Request – Micro Trenching Machine, Service Maintenance (Ms. Snowden, pp. 163-170)

e) Security, Bus & Traffic Committee

- i) Amend 80-5538-1, Bus Safety Rules (Mr. Doderio, pp. 171-173)

11) Staff Reports

- ii) Director of Finance's Report – Ms. Miller
- iii) Executive Director's Report – Mr. Ankeny

12) Board Member Comments

13) Next Meeting/Adjournment

Next regular GRF Board of Directors meeting, Tuesday, **January 28, 6:00 p.m.**, Clubhouse Four



Your Health Care Center, Your Way.

Seal Beach Leisure World Health Care Center
December 10, 2019 Update

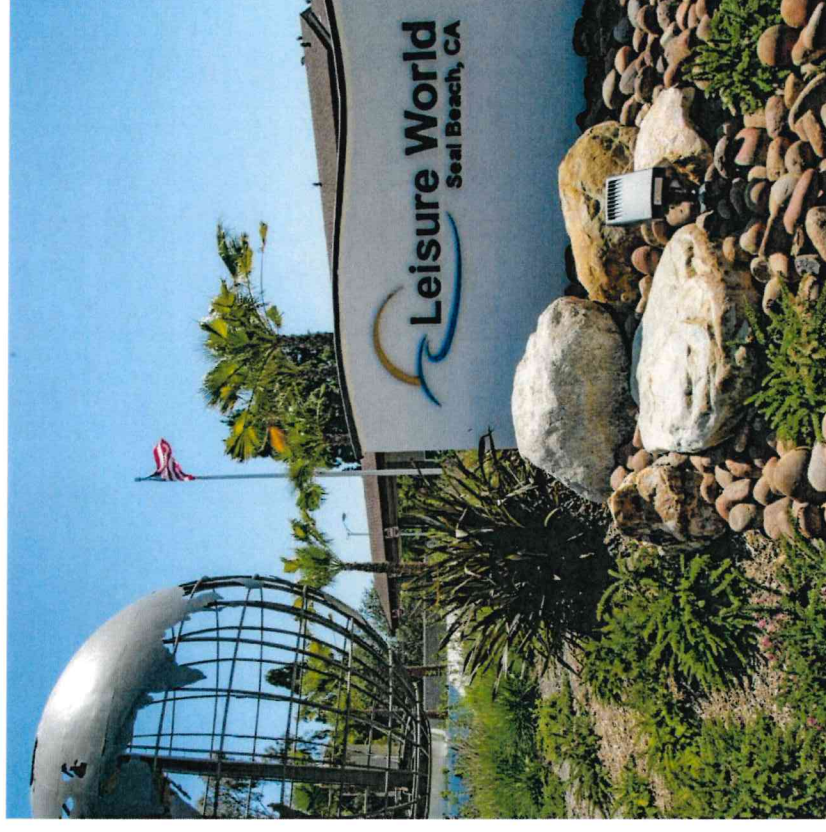


Serving the Leisure World Community

Commitment to a best-in-class
health care center providing
exceptional patient experience

Shaping the Future of your
HealthCare and Health Care Center

Guided by collaboration with
community health advisory
committee



Modern HealthCare with Heart

Looking Back on 2019



It's the end of our first full year at the Health Care Center (HCC). And what a year it has been.



New primary care providers, specialists and clinicians



New regular office hours from five health plans



Quarterly newsletter and monthly events calendar



Flu shot clinic, which delivered nearly 1,000 vaccines to residents



New activities for all residents, including monthly health classes, cooking demonstrations, guest speakers and more

Health Care Center Updates

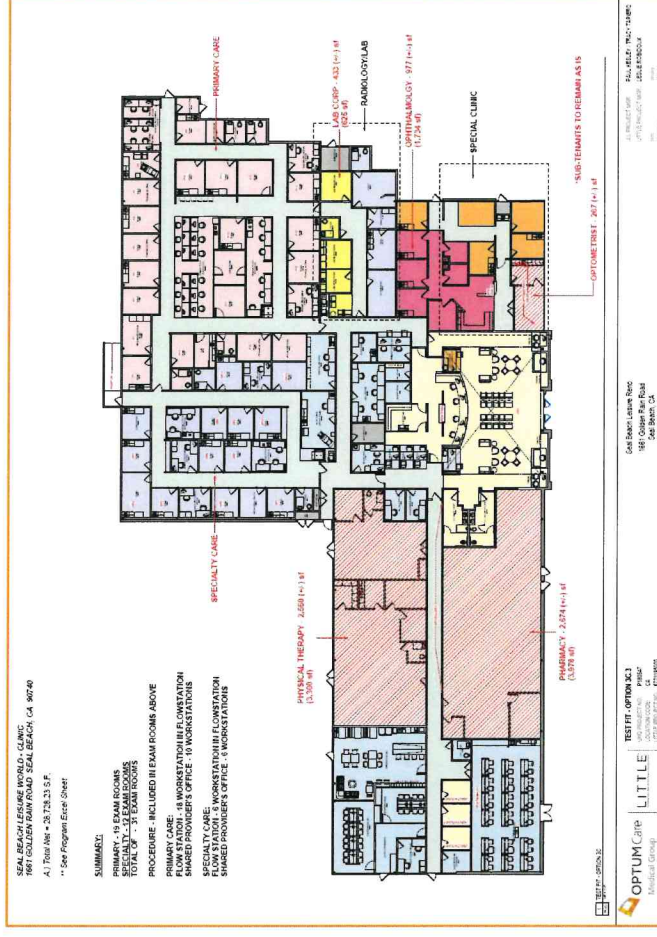
New State of the Art X-Ray is now in operation!



Health Care Center Updates

Comprehensive facility renovation

- new roof and HVAC system
- new x-ray, ultrasound and dexascan
- enhanced patient flow
- more exam rooms
- new wellness retreat
- dedicated behavioral health room
- new meeting rooms
- Internet café
- improved staff break room
- New finishes, millwork, furniture, signage and wayfinding



*Construction Timeline:
January/February to August
2020, in 4 phases*

The Health Care Center of the Future



Your new Health Care Center coming soon

OptumCare® is proud to announce the launch of a comprehensive renovation to your Health Care Center. Look for these exciting changes:

- Modern waiting rooms, work stations and exam rooms designed to improve your care
- State of the art digital X-ray, ultrasound and DEXA scan (bone density)
- New wellness retreat
- Redesigned conference rooms for health care classes and support groups

We'll be open throughout the renovation and are working to minimize any disruption in services. Thank you for your patience and support. Stay tuned for updates about how we're creating your Health Care Center, your way.



Christmas Tree Lighting Celebration – Dec 4th



A Better Future Together!



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 November 2019 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of November 4, 2019
- Minutes of the Executive Committee Board Meeting of November 8, 2019
- Minutes of the Finance Board Meeting of November 18, 2019

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
November 26, 2019**

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, November 26, 2019, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Rose Sprague, President of the Women's Club, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, the Corporate Secretary reported that Directors Perrotti, St. Aubin, Snowden, Pratt, L. Stone, Gerber, Thompson, Hopewell, Rapp, Fekjar, Dodero (arrived at 10:30 a.m.), Winkler, Heinrichs, Findlay, Lukoff, Friedman, Isom, and Massetti (via teleconference) were present. The Executive Director and the Director of Finance were also present.

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

PRESIDENTS COMMENTS

Good morning residents. Thank you for coming today especially when most of your thoughts are probably on turkey not policies.

When I first ran for the GRF Board of Directors in June 2013, one of the questions I was asked at a candidate's forum was "what are the total assets of GRF?" Fortunately, I had done my homework and knew the answer was \$20 million.

If I were asked the same question today, the correct answer would be \$28,760,408. In six- and one-half years, your Board of Directors has increased your assets (worth) by nearly \$9 million dollars. That is a lot considering GRF is required to proceed cautiously because we are managing other people's money. We must always first preserve capital. We are bound by our Fiduciary Duty.

What is Fiduciary Duty? Directors of corporations, in fulfilling their managerial responsibilities, are charged with certain fiduciary duties. The primary duties are the duty of care and the duty of loyalty.

The duty of care requires that directors inform themselves “prior to making a business decision, of all material information reasonably available to them.”

The duty of loyalty means that all directors and officers of a corporation working in their capacities as corporate fiduciaries must act without personal economic conflict.

The directors must put their business decisions above their personal desires. The question we always ask ourselves is “what is best for the Golden Rain Foundation”...not what I want but what is a smart business decision for the preservation and growth of the Foundation. It is not always a pleasant or popular choice but obviously one that is continually made as you can see by the impressive growth of our assets in the last six years.

My hope is that the residents understand the tough decisions that are made daily by the dedicated staff and the dedicated Board of Directors. These decisions are not made without all information taken into consideration.

On a lighter note: *"The turkey. The sweet potatoes. The stuffing. The pumpkin pie. Is there anything else we all can agree so vehemently about? I don't think so."* - **Nora Ephron**
Happy Thanksgiving!

ANNOUNCEMENTS

The GRF Board held an Executive Sessions of the GRF Board on Friday, November 1, Tuesday, November 12, and Friday, November 22, 2019.

SERVICE ANNIVERSARIES

One employee was recognized with a service award; although not able to attend, John Holland, Service Maintenance Department, was recognized for 20 years of service.

EMPLOYEES OF THE MONTH

Vice President and Chair of the Executive Committee introduced the Employees of the Month, since the program's inception in April 2019.

Sora Lee	Finance Department	April
George Madrid	Service Maintenance	May
Belinda Meacham	Stock Transfer	June
Susan Flynn	Recreation	August
Michael Meza	Physical Property	September
Jeannie Braun	Service Maintenance	October

SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Council member Sandra Massa-Lavitt provided an update on the City of Seal Beach Council meeting and introduced the Seal Beach Police Department officers that have been patrolling in Leisure World.

HEALTH CARE CENTER ADVISORY BOARD UPDATE

Charity Kopp, Health Care Center Administrator, presented a report on the major projects and renovations at the Health Care Center.

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

Nine members offered comments.

CONSENT AGENDA

The consent agenda included October Board Quorum Committee meeting minutes (Recreation Committee Board Meeting of October 7, 2019; Facilities and Amenities Ad hoc Committee Meeting of October 8; Security, Bus & Traffic Committee Board Meeting of October 9, 2019, Executive Committee Board Meeting of October 11, 2019, and Mutual Administration Committee Board Meeting of October 14); the minutes of the October 22, 2019 Board meeting, acceptance of the November GRF Board Report, acceptance of the Month of October Financial Statements for Audit, and approval of Capital Funds Investment Purchase.

The Consent Calendar was adopted, as amended.

REPORTS

The Chair of the Facilities and Amenities Review (FAR) Ad hoc Committee updated the audience on the Committee's last meeting.

The Chair of the Management Services Review Ad hoc Committee advised that the catalog of GRF services to the Mutuels has been completed and distributed to the GRF Board members for review, prior to presentation at the December GRF Board meeting.

The Chair of the Strategic Planning Ad hoc Committee updated the audience on the Committee's last meeting and advised that the Committee will report to the Board in the spring.

The Chair of the Website Redesign Ad hoc Committee advised that the Committee met on October 15 and the next scheduled meeting will be December 11, at 10 a.m., in Conference Room B.

NEW BUSINESS

General

Pool Renovation

At the August 27, 2019 meeting of the Board of Directors, the Board approved a total of \$750,000 (\$555,065 Reserve Funding and \$194,935 Capital Funding) to renovate and/or replace Trust Property Assets and components of such assets generally identified as:

- Golf Patio
- Golf Starter and Restrooms
- Pool Area, Men's and Women's Locker Rooms
- Pool and Spa
- Pool Area perimeter wall

These are collectively referred to as the Pool Project.

Under the general approved scope of work, general assumptions were made based upon existing visual conditions and associated building codes at time of construction, with contingencies normally associated with the age of the assets. All such work was based upon general repairs and enhancements to extend the useful life of the assets.

On November 4, 2019, the project commenced, as scheduled, with the demolition stages. As the demolition proceeded, numerous conditions beyond the scope of work were exposed, many of these being installations which would not have been code compliant at the time and/or safety related (Exhibit A in agenda packet).

As evident by Exhibit A, the conditions exposed exceed the approved scope of work. Of importance, as these conditions are uncovered, all remedial actions must be performed in accordance with generally accepted construction practices, as well as meet all applicable building and safety codes.

Due to now known conditions and conditions that may yet to be uncovered, the following actions are requested:

1. Additional Reserve and Capital funding is required to complete the Golf patio side section of the project:
 - a. Replacement of the exterior building awning as the awning was not installed to code (no footings) and poses a possible safety concern. Reserve Funding requested, \$5,000.
 - b. Replacement of all patio side drains, underground electrical and major irrigation components. Reserve Funding, \$7,500
 - c. Installation of a block retaining wall around a feature tree; this action is required to maintain acceptable walkway grade without the need to remove a mature and healthy tree, which greatly enhances the area. Capital Funding, \$2,500
2. Locker room and Pool sections of the project:

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- a. As numerous conditions well beyond the scope of work have been identified, additional time is required to extend the scope of demolition and discovery.
- b. Due to possible structural concerns as evident on both the pool and spa shells, additional time is required to complete investigations and testing

Ms. Rapp MOVED, seconded by Mrs. Perrotti-

TO approve an additional \$15,000 of funding (\$12,500 Reserves Funds and \$2,500 Capital Funds) for the golf patio portion of the project, as approved at the August 27, 2019 meeting of the GRF Board, for the replacement of the area drainage pipes, underground electrical, associated area irrigation and the building awning and the installation of a retaining wall around the Magnolia tree and authorize the President to sign any associated agreements and/or authorize the Executive Director to initiate the purchases as required for the completion of these noted additional projects.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously.

Ms. Rapp MOVED, seconded by Ms. Snowden and carried unanimously-

TO continue the demolition and discovery portions of the locker rooms and pool and spa section of the project and authorize staff to use available contingency funds within the approved project for such discovery and professional consultation.

Ms. Rapp MOVED, seconded by Mr. Dodero-

TO place any replacements of the locker rooms, pool and spa section of the approved project on hold, pending final discovery, and direct staff to provide a full report at the January meeting of the Physical Properties Committee. The Physical Properties Committee is

directed to review the scope of the approved project against all items discovered under the demolition phase of the project and provide a recommendation to the GRF Board at the January meeting.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

Ms. Rapp MOVED, seconded by Ms. Winkler-

TO direct staff to hold a general town hall meeting on the project, as well as publish informational articles in LW Weekly, to keep the community informed on the delay of the project noting the unknown conditions discovered during the demolition phase of the approved project.

Five Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

Communications and ITS Committee

Amend 20-5050-1, Digital Billboard and 20-5050-4, Request to Display on Digital Billboards

At its meeting on November 14, 2019, the Communications/IT Committee recommended the GRF Board of Directors amend 20-5050-1, Digital Billboards and 20-5050-4, Request to Display on Digital Billboards.

Ms. Isom MOVED, seconded by Ms. Heinrichs and carried unanimously-

TO amend 20-5050-1, Digital Billboards, updating the document language and amend 20-5050.01-4, Request to Display on Digital Billboards, updating the types of documents that may be displayed and restating the instructions to complete the request.

Adopt 20-2806-1, Community Publications

At its meeting on November 14, 2019, the Communications/IT Committee recommended the GRF Board of Directors adopt 20-2806-1, Community Publications. The Committee suggests that combining multiple documents will simplify, by consolidation, access to the rules for use of media

within the community.

Mr. Pratt MOVED, seconded by Ms. Fekjar and carried unanimously-

TO adopt 20-2806-1, Community Publications, consolidating multiple documents pertaining to the use of print (LW Weekly), digital (LW Live), and other communications media with the community.

Rescind Communications/IT Committee Documents

At its meeting on November 14, 2019, the Communications/IT Committee moved to recommend that the GRF Board of Directors adopt 20-2806-1, Community Publications. With the Board's approval to adopt 20-2806-1, the Committee recommends the documents listed in the motion be rescinded, as they have been incorporated into 20-2806-1.

Ms. Hopewell MOVED, seconded by Ms. Findlay-

TO rescind 20-2810-1, Community Submissions, 20-2811-1, News Coverage of Candidates, 20-2825-1, Special Columns, 20-2840.02-1, Deadlines, 20-2840.04-3, News Stories, 20-2840.06-3, Obituaries, 20-2840.07-3, News Photos, 20-2840.08-3, News Coverage, 20-2840.09-3, Survey Collections Point, 20-2869-3, LW Live, as presented.

Three Directors spoke on the motion.

The motion was carried unanimously.

Executive Committee

FINAL VOTE: Adopt 30-5093-1, Member Rules of Conduct

At its meeting on October 11, 2019, the Executive Committee recommended the GRF Board of Directors adopt 30-5093-1, Member Rules of Conduct.

At its meeting of October 22, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the October 24 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling

No correspondence was received, regarding adoption of 30-5093-1, Member Rules of Conduct, during the 28-day notification to the membership period.

Ms. Gerber MOVED, seconded by Ms. Hopewell -

TO adopt 30-5093-1, Member Rules of Conduct, as amended, which sets forth the members' rules of conduct, fulfilling GRF's duty and fiduciary responsibility to enforce its governing documents and protect GRF Trust Property and assets, GRF staff and GRF-contracted service providers, as presented.

Two Directors spoke on the motion.

The motion was carried unanimously.

FINAL VOTE: Adopt 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties

At its meeting on October 11, 2019, the Executive Committee recommended the GRF Board of Directors adopt 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties.

At its meeting of October 22, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the October 24 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding adoption of 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties, during the 28-day notification to the membership period.

Ms. Hopewell MOVED, seconded by Ms. Gerber and carried unanimously-

TO adopt 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties, as presented, which sets forth the fines, penalties and legal action that may result from

non-compliance with the Member Rules of Conduct, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on November 26, 2019.

Adopt 30-5093-3, Member Rules of Conduct, Procedure for Notification of Violation and Right to Hearing document

At its meeting on October 11, 2019, the Executive Committee reviewed 30-5093-3, Member Rules of Conduct, Procedure for Notification of Violation and Right to Hearing and requested the Executive Director request a review by corporate counsel. Counsel's recommended changes (additional text in red, text to be deleted struck through) are included in the document.

Ms. Winkler MOVED, seconded by Ms. Hopewell and -

TO adopt 30-5093-3, Member Rules of Conduct, Procedure for Notification of Violation and Right to Hearing, as presented.

One Director spoke on the motion.

The motion was carried unanimously.

Amend 30-5101-1, Limitation of Terms – GRF Officers & Chairs

At its meeting on November 8, 2019, the Executive Committee reviewed 30-5101-1, Limitation of Term – GRF Officers & Chairs and recommends it be amended by the GRF Board of Directors.

Ms. Fekjar MOVED, seconded by Mr. Dodero -

TO amend 30-5101-1, Limitation of Terms – GRF Officers & Chairs, removing the restriction of Chairs of the GRF standing committees not being permitted to succeed themselves in office for more than two (2) terms, as presented.

Three Directors spoke on the motion.

The motion was carried unanimously.

The President called for a ten-minute break at 12:00 p.m.

Facilities and Amenities Review Ad hoc Committee

TENTATIVE VOTE: Amend 70-1406-1, Limitations on Use

At its meeting on July 9, 2019, the Facilities and Amenities Review (FAR) Ad Hoc Committee recommended the GRF Board of Directors amend 70-1406-1, Limitations on Use, as amended by extraction of the fee schedule – 70-1406-2, Limitations on Use, Fees.

At its meeting of July 23, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the July 25 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding amendment of 70-1406-1, Limitation on Use, during the 28-day notification to the membership period.

At its August 27, 2019 meeting, the Board of Directors moved to refer 70-1406-1, Limitation on Use, back to the FAR Ad hoc Committee for review and discussion.

At its meeting on September 10, 2019, the Facilities and Amenities Review (FAR) Ad Hoc Committee recommended the GRF Board of Directors amend 70-1406-1, Limitations on Use, as amended by extraction of the fee schedule – 70-1406-2, Limitations on Use, Fees., establishing criteria for who may use specified Trust Property, the addition of the Multi-use Court and Bocce Ball Court, and a reference to 70-1406-2, Limitations on Use, Fees, for fee information.

At its meeting of September 24, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the September 26 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

One item of correspondence was received, regarding amendment of 70-1406-1, Limitation on Use, during the 28-day notification to the membership period.

At its meeting on October 22, 2019, the Board of Directors moved to refer 70-1406-1, Limitation on Use, back to the FAR Ad hoc Committee for review and discussion.

At its meeting on November 5, 2019, the FAR Ad hoc Committee moved to recommend the Board of Directors amend the document by establishing criteria for who may use specified Trust Property, the addition of the Multi-use Court and Bocce Ball Court, updates of various Clubhouse Rules, an update of criteria for use of Clubhouse facilities by outside organizations, a reference

to 70-1406-2, Limitations on Use, Fees, for fee information, and authorization for the Golden Age Foundation to use the hospitality area in any Clubhouse, on any holiday, for the benefit of the Members.

Mr. Friedman MOVED, seconded by Ms. Snowden -

TO amend 70-1406-1, Limitations on Use, as amended, establishing criteria for who may use specified Trust Property, the addition of the Multi-use Court and Bocce Ball Court, updates of various Clubhouse Rules, an update of criteria for use of Clubhouse facilities by outside organizations, a reference to 70-1406-2, Limitations on Use, Fees, for fee information, and authorization for the Golden Age Foundation to use the hospitality area in any Clubhouse, on any holiday, for the benefit of the Members, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Board Directors present.

TENTATIVE VOTE: Adopt 70-1406-2, Limitations on Use, Fees

At its meeting on July 9, 2019, the Facilities and Amenities Review Ad Hoc Committee recommended the GRF Board of Directors extract the fee schedule from 70-1406-1, Limitations on Use, creating a new document 70-1406-2, Limitations on Use, Fees.

At its meeting of July 23, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the July 25 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding adoption of 70-1406-2, Limitation on Use, Fees, during the 28-day notification to the membership period.

At its meeting on September 10, 2019, the Facilities and Amenities Review (FAR) Ad Hoc

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Committee recommended the GRF Board of Directors adopt 70-1406-2, Limitations on Use, Fees, establishing fees to organizations using Trust property.

At its meeting of September 24, 2019, the Board of Directors voted to tentatively amend this document, pending a 28-day notice period to Foundation members. The document draft was published in the September 26 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. Printed copies were also available to shareholders/members in the News Office, the Library and the Reception desk, second floor of the Administration building. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding amendment of 70-1406-2, Limitation on Use, during the 28-day notification to the membership period.

At its meeting on October 22 meeting, the Board of Directors moved to refer 70-1406-2, Limitation on Use, Fee, back to the FAR Ad Hoc Committee for review and discussion.

At its meeting on November 5, 2019, the FAR Ad Hoc Committee moved to recommend the GRF Board of Directors adopt 70-1406-2, Limitations on Use, Fees.

Ms. Heinrichs MOVED, seconded by Ms. Hopewell -

TO adopt 70-1406-2, Limitations on Use, Fee, as presented, establishing fees for organizations using Trust Property, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

Two Directors spoke on the motion.

The motion was carried unanimously.

Finance Committee

Approve Master Insurance Policy Renewal

DLD Insurance Brokers, Inc. has partnered with the Golden Rain Foundation (GRF) for over 28 years to secure broad and competitive insurance options, in terms of both pricing and coverage conditions. The master insurance package includes coverage for Directors & Officers (D&O), Errors & Omissions (E&O), Forefront Portfolio (Crime/Fiduciary/KRE/Workplace Violence) and Property/Causality.

For this renewal period, the master policy covering both GRF and the Mutuals shows an overall increase of 14.27% over the expiring policy period. A major component driving this increase is an 87.68% increase in premium for umbrella coverage as a result of insurance companies experiencing multi-million dollar verdicts and settlements. Premiums for the renewing coverage

Golden Rain Foundation Board Meeting Minutes, November 26, 2019

period listed by coverage type and comparisons to the expiring policies and the 2020 budgets are shown in Exhibit A in agenda packet – 2019-2020 Insurance Premium Proposal Comparative.

The new master insurance policy proposal of \$2,214,043 plus \$5,406 in broker fees and one-third of the total pollution policy premium approved in 2017 of \$31,239, for a total premium expenditure of \$2,250,688 will be recognized in the 2020 budget. Combined funds (Foundation and Mutuals), in the amount of \$2,403,016 were included in the respective 2020 operating budgets based upon estimates and assumptions made during the budget period.

At the regular meeting of the Finance Committee held on November 18, 2019, the Committee reviewed the proposal for the Foundation's and the Mutuals' insurance for the renewing policy period, provided by DLD Insurance Brokers, Inc., and unanimously passed a motion to recommend the GRF Board approve the insurance proposal dated November 7, 2019, as submitted, in the amount of \$2,219,449, for the policy period of December 1, 2019 to November 30, 2020, and authorize the President to sign the required renewal documents, as prepared and submitted by DLD Insurance Brokers, Inc.

Ms. Winkler MOVED, seconded by Mr. Friedman -

TO approve the master insurance policy proposal, dated November 7, 2019, as submitted, in the amount of \$2,219,449, for the policy period of December 1, 2019 to November 30, 2020, and authorize the President to sign the required renewal documents pursuant to the related proposal as prepared and submitted by DLD Insurance Brokers, Inc.

Two Directors, the Executive Director and the Director of Finance spoke on the motion.

The motion was carried unanimously.

Approve Trust Property, Onsite Resales Building, Lease Agreement

At the July 15, 2019 meeting of the Finance Committee, the Committee duly moved and approved to:

TO initiate the steps as outlined in the Memo for the months of July and August, direct staff to draft an RFP and forward to the Executive Session, for further review.

This action was in response to the percentage of unit sales, made by the current Lessee of onsite resales building, having fallen significantly this year compared to total unit sales, with a 3.5 year trend as follows: Onsite Sales to Total Sales – 2016-41.2%, 2017-41.1%, 2018-39.3%, 2019 (six months)-29.8%.

As the revenue generated by this agreement has substantial impact to the operational budget to offset operational costs and reduce monthly assessments, steps were instituted to review options, including the option to secure a new Lessee of Trust property commonly referred to as the Onsite Resales Building.

Upon review and consideration of qualified brokers to lease the Onsite Resale Building, at the November 18, 2019 meeting of the Finance Committee, the Committee moved and approved to recommend to the Board the Januszka Group, Inc as the new Lessee.

Mr. Friedman MOVED, seconded by Mr. Dodero-

TO approve the exclusive lease of Trust Property, commonly identified as the Onsite Resales Building, with the Januszka Group, Inc., per the stipulated terms and conditions of the lease agreement and upon the Januszka Group, Inc. providing all documentation as required by the agreement, and authorize the President to sign the agreement.

One Director spoke on the motion.

The motion was carried with fifteen yes votes and three recusals (Fekjar, Gerber, Perrotti).

Approve Exclusive Use of Trust Property

The annual leases on the Organizations and Clubs noted below will be expiring on December 31, 2019. The Recreation Committee, at its November 4, 2019 meeting, has duly moved to recommend to the Finance Committee the exclusive use of Trust Property (Exhibit A in agenda packet) by: Genealogy Club, Video Producers Club, Theater Club, Historical Society, Rolling Thunder, and Mutual Eight.

Per policy, the Finance Committee has jurisdiction over all income producing leases and at the November 18, 2019 meeting of the Finance Committee, the Committee reviewed the recommendations of the Recreation Committee and duly moved to recommend to the Board the of leasing of trust Property for exclusive use , at a nominal rate of one dollar (\$1.00) per year by the following clubs/organizations (agreements attached), for the term of January 1, 2010 to December 31, 2020: Genealogy Club, CH3, approximately 543 Square feet; Video Producers Club, upper amphitheater, approximately 320 Square feet (previously used as the Emergency Operations Center); Theater Club, upper amphitheater, approximately 239 Square feet; Historical Society, CH1, approximately 434 Square feet; Rolling Thunder, approximately 910 square feet within the area commonly identified as the 1.8 acres.

Ms. Rapp MOVED, seconded by Ms. Hopewell -

TO approve exclusive use of Trust Property, per the terms and conditions of the attached agreements, and authorize the President to sign the agreements conditioned upon: Club/Organization Boards approval of the agreement, as provided, Annual lease payment, and, any documentation required under the terms and condition of the agreement.

1. Approximately 543 sq. ft., within CH3, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Genealogy Club, from January 1, 2020, to December 31, 2020.
2. Send notice of non-renewal of the exclusive use of Trust Property, within CH3, by the Video Producers Club.
3. Exclusive use of approximately 320 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Video Producers Club, from January 1, 2020, to December 31, 2020.
4. Exclusive use of approximately 239 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Theater Club, from January 1, 2020, to December 31, 2020.
5. Exclusive use of approximately 434 sq. ft., within CH1, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Historical Society, from January 1, 2020, to December 31, 2020.
6. Exclusive use of approximately 910 sq. ft., within the 1.8 acres, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by Rolling Thunder, from January 1, 2020, to December 31, 2020.
7. Exclusive use of approximately 8,800 sq. ft., of exterior Trust Property located adjacent to the North/West perimeter wall off El Dorado, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by Mutual Eight, from January 1, 2020, to December 31, 2020.

Five Directors and the Executive Director spoke on the motion.

Ms. Rapp withdrew the motion, Ms. Hopewell concurred.

Ms. Rapp MOVED, seconded by Ms. Snowden and carried unanimously-

TO send notice of non-renewal of the exclusive use of Trust Property,
within CH3, by the Video Producers Club.

Physical Property Committee

Amend 60-5350-3, Construction Bids and Contracts

At its meeting on November 6, 2019, the Physical Property Committee reviewed 60-5350-3, Construction Bids and Contracts and recommended the GRF Board of Directors amend the document.

Ms. Snowden MOVED, seconded by Ms. Rapp -

TO amend 60-5350-3, Construction Bids and Contracts, updating
the document language, as presented.

One Director and the Executive Director spoke on the motion.

The motion was carried with one no vote (Winkler).

Approve SCE Street Light Head Replacement (to LED)

The Physical Property Department was tasked with obtaining costs for the conversion of all SCE street lights to LED. The proposed cost, from SCE, is \$326.40, per head. The amount is collected back over a 20-year period within the SCE tariff. The dollar amount covers the cost of installation, the material costs, and the regulatory early retirement costs associated with the existing lights. A reduction in electrical costs will be realized shortly after installation. No upfront costs are required.

There are an estimated 281 lights in the community. At a cost of \$326.40 each, the total cost is \$91,718 (\$382, per month, distributed over a 20-year period).

The Physical Property Committee (PPC) reviewed the cost, the electrical savings from LED replacement and the need for improved lighting in the community and unanimously agreed to recommend the Board approve the project. The PPC also choose to use 4000K lights (color chart attached in agenda packet).

Mr. Lukoff MOVED, seconded by Ms. Fekjar -

TO approve the replacement of an estimated 281 SCE Street light heads with energy efficient LED 4000K lights, for the cost of \$326.40, each, or \$91,718 total. The expense to replace the lights is to be collected within a 20-year period tariff, and authorize the President sign the agreement.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously.

Reserve Funding Request – Main Gate, LED Lights

Regarding the request to replace the existing lighting with LED light panels at the Security Main Gate Office, the Service Maintenance Department provided a material cost of \$3,550 for the request as well as for replacement of all the ceiling tiles.

At its November 6, 2019 meeting, the Physical Property Committee unanimously agreed to forward this request to the GRF Board for approval after review by the Finance Committee.

At its November 18, 2019 meeting, the Finance Committee reviewed funding for this replacement and determined Reserve funds are available.

Mrs. Perrotti MOVED, seconded by Mr. Friedman -

TO approve the Service Maintenance Department to replace the existing lighting at the Security Offices with LED light panels and replace the ceiling tiles, for a cost not to exceed \$3,550, Reserve funding.

One Director and the Executive Director spoke on the motion.

The motion was carried unanimously.

Reserve Funding Request – Clubhouse Three, Lobby Door Replacement

The Clubhouse Three Lobby exit doors are beyond repair and have exceeded their expected life. The Physical Property Department obtained quotes from two vendors which are as follows: Axxess Door- \$9,978, Capitol Door-\$10,814.

At its regularly scheduled meeting on November 6, 2019, the Physical Property Committee unanimously recommended the GRF Board award a contract to Axxess Door, to replace the

Golden Rain Foundation Board Meeting Minutes, November 26, 2019

existing automatic doors at the Clubhouse Three Lobby, for a cost not to exceed \$9,978, after review by the Finance Committee.

At its regularly scheduled meeting on November 18, 2019, the Finance Committee reviewed funding for this replacement and determined Reserve funds are available.

Ms. Snowden MOVED, seconded by Ms. Rapp -

TO award a contract to Axxess Door to replace the automatic doors at Clubhouse Three Lobby, for a cost not to exceed \$9,878, Reserve funding, and authorize the President sign the contract.

Two Directors and the Physical Properties Director spoke on the motion.

The motion was carried unanimously.

Recreation Committee

Adopt 70-2504-1, Library Rules and Adopt 70-2504-3, Library Procedures

At its special meeting on September 23, 2019, the Recreation Committee recommended that the GRF Board of Directors adopt 70-2504-1, The Library, Rules and 70-2504-3, The Library, Procedures.

At the October 22, 2019 meeting of the GRF Board of Directors, the Board moved to return the documents to the Recreation Committee, for further review.

At its meeting on November 4, 2019, the Recreation Committee moved to recommend the GRF Board of Directors adopt 70-2504-1, The Library, Rules and adopt 70-2504-3, The Library, Procedures.

Mr. Lukoff MOVED, seconded by Ms. Hopewell-

TO adopt 70-2504-1, The Library, Rules and 70-2504-3, The Library, Procedures, which set forth the rules and procedures for the Leisure World Library, as presented.

Three Directors spoke on the motion.

The motion was carried unanimously.

Rescind 70-2501-1, Library General Information

At its meeting on November 4, 2019, the Recreation Committee recommended the GRF Board

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of Directors rescind 70-2501-1, Library, General Information, anticipating the Board's approval to adopt 70-2504-1, Library Rules and adopt 70-2504-3, Library Procedures. The content of 70-2501-1 is contained in these two documents.

Ms. St. Aubin MOVED, seconded by Mr. Dodero and carried unanimously-

TO rescind 70-2501-1, Library General Information, as presented.

TENTATIVE VOTE: Adopt 2504-2, Library Fees

At its special meeting on September 23, 2019, the Recreation Committee recommended the GRF Board of Directors adopt 70-2504-2, the Library, Fees.

At the October 22 meeting of the GRF Board of Directors, the Board moved to return the documents to the Recreation Committee for further review.

At its meeting on November 4, 2019, the Recreation Committee moved to recommend the GRF Board of Directors adopt 70-2504-2, The Library, Fees.

Ms. Gerber MOVED, seconded by Ms. Heinrichs -

TO adopt 70-2504-2, The Library, Fees, which sets forth the fees associated with late charges, lost or damaged materials, and library services, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

TENTATIVE VOTE: Adopt 1447-1, Use of Community Facilities, Mini-Farm – Rules

At its meeting on November 4, 2019, the Recreation Committee reviewed 70-1447-1, Use of Community Facilities – Mini Farm - Rules and recommended the GRF Board of Directors adopt the document.

Mrs. Perrotti MOVED, seconded by Ms. Hopewell-

TO adopt 1447-1, Use of Community Facilities, Mini-Farm, setting forth the rules for fair and equitable use of the Mini Farm area, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

Nine Directors spoke on the motion.

The motion was carried with fifteen yes votes and three recusals (Hopewell, Isom, Perrotti).

Mr. Massetti ended his participation in the meeting at 1:28 p.m.

Amend 70-1400-1, Co-Occupants and Qualified Permanent Residents (QPR) Use of Clubhouses

Mr. Dodero MOVED, seconded by Ms. Rapp -

TO amend 70-1400-1, Co-Occupants and Qualified Permanent Residents (QPR) Use of Clubhouses, as amended.

Seven Directors and the Executive Director spoke on the motion.

Mr. Dodero withdrew his motion, Ms. Rapp concurred.

Ms. Stone MOVED, seconded by Ms. Winkler and carried unanimously by the Board members present-

TO return 70-1400-1, Co-Occupants and Qualified Permanent Residents (QPR) Use of Clubhouses to the Recreation Committee, for review.

Capital Funding Request - Approve Feasibility Study, Savory Hospitality Consulting

At the August 13, 2019 meeting of the Recreation Restaurant/Bar Sub-Committee, the Sub-Committee directed staff to research restaurateurs and/or professional restaurant consultants to review and provide professional recommendation on the use of a portion of Trust Property for the purpose of leasing such property for Restaurant & Bar operations.

Three qualified consultants were contacted and were requested to provide an estimate on a general feasibility study: The Gilkey Restaurant Consulting Group - \$3,000; New School – \$10,000, and Savory Hospitality Consulting - \$2,300.

At the October 22, 2019 meeting of the Recreation Restaurant/Bar Sub-Committee, the Sub-Committee reviewed the proposals and duly moved and approved to recommend to the Recreation Committee retention of Savory Hospitality Consulting.

At the November 4, 2019, meeting of the Recreation Committee, the Committee moved and recommended to the Board the retention of Savory Hospitality Consulting (Exhibit A), in the amount of \$2,300, Capital Funding, pending the Finance Committees review and determination of the availability of Capital funds.

At the November 18, 2019, meeting of the Finance Committee, the Committee determined sufficient Capital funds are available.

Ms. Heinrichs MOVED, seconded by Mrs. Perrotti-

TO approve the professional consulting services by Savory Hospitality, per the attached proposal dated September 11, 2019, (in the agenda packet), in the amount of \$2,300, Capital Funding, and approve the President to sign the agreement.

Three Directors spoke on the motion.

Mr. Lukoff and Ms. Isom left the meeting at 1:45 p.m.

The motion was carried one no vote (Doderer) (13 yes votes)

Capital Funding Request – Fitness Center Improvements

At its November 4, 2019 meeting, the Recreation Committee approved consulting services, from K Allan Consulting, for the Fitness Center improvements, in an amount not to exceed \$3,000 (proposal attached in agenda packet).

At its November 18, 2019 meeting, the Finance Committee reviewed funding for the project and determined Capital funds are available.

Ms. Findlay MOVED, seconded by Ms. Heinrichs and carried unanimously-

TO approve consulting services from K Allan Consulting for the Fitness Center improvements, in an amount not to exceed \$3,000, Capital funds, and to approve the President to sign the contract.

Capital Funding Request – RV Lot Aisle and End Marker Replacement

At its November 4, 2019 meeting, the Recreation Committee approved the replacement of all the existing aisle and end markers throughout the lot and the removal of all the markers that are in poor condition and in need of replacement. Installing new markers will improve the overall safety and appearance of the RV lot. Attached is a “before” shot (Exhibit A in the agenda packet) and an “after” shot (Exhibit B in the agenda packet) of one of the end caps.

The estimated material cost to replace all the aisle and end markers throughout the entire RV lot would run approximately \$3,330, including any necessary mounting hardware to complete the installation.

At its November 18, 2019 meeting, the Finance Committee reviewed funding for this replacement and determined Capital funds are available.

Mr. Pratt MOVED, seconded by Mr. Friedman and carried unanimously-

TO approve the replacement of all aisle and end cap markers throughout the RV lot, Capital funding, in an amount not to exceed

\$3,330, and to the authorize Recreation Department to complete this task.

Rescind Previous GRF BOD Motion re: Locker Agreement Invoicing Cycle

At its regularly scheduled meeting on August 19, 2019, the Finance Committee reviewed the invoicing cycle, at the request of the Recreation Committee. The Finance Committee concurred to return the document to the Recreation Committee for further review.

At its Special meeting on August 23, 2019, the Recreation Committee recommended that the GRF Board of Directors approve the Locker Agreement/Invoicing Cycle.

Action of the GRF Board of Directors, August 27, 2019:

Ms. St. Aubin MOVED, seconded by Ms. Hopewell and carried unanimously by the Directors present-

TO *approve the Locker Agreement/Invoicing Cycle, as presented.*

At its meeting on November 4, 2019, the Recreation Committee recommended the GRF Board of Directors rescind the Locker Agreement/Invoicing Cycle and recommend that the Recreation Department collect payment, at the time of renewal.

Mr. Pratt MOVED, seconded by Ms. Hopewell and carried unanimously-

TO rescind the GRF Board of Directors' action of August 27, 2019, pertaining to Locker Agreement/Invoicing Cycle, and recommend the Recreation Department collect payment, at the time of renewal.

CONTROLLER'S REPORT

The Finance Director provided a financial report earlier in the meeting.

EXECUTIVE DIRECTOR'S REPORT

The Executive Director spoke throughout the proceedings and advised that it is projected that the golf course will reopen on December 17, due to inclement weather.

BOARD MEMBER COMMENTS

Fifteen Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned was at 1:57 p.m.

Suzanne Fekjar
GRF Corporate Secretary
dfb

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The Golden Rain
Foundation provides an
enhanced quality of life
for our active adult
community of Seal
Beach Leisure World.



November 26, 2019

Approved Consent Agenda

MOVED and duly approved to adopt the Consent Agenda: Committee/Board meeting minutes for the month of October, as presented; minutes of the October 22, 2019 Golden Rain Foundation (GRF) Board of Directors (BOD), as amended; the November GRF Board Report as presented; the financial statements October 2019, for audit; and the purchase of brokered CDs, from US Bancorp, totaling \$250,000 of Capital Improvement funds, with a term not to exceed eighteen (18) months at the broker's discretion, at the prevailing rates at the time of purchase.

General – Pool Area Renovation Project

MOVED and duly approved an additional \$15,000 of funding (\$12,500 Reserves Funds and \$2,500 Capital Funds) for the golf patio portion of the project, as approved at the August 27, 2019 meeting of the GRF Board, for the replacement of the area drainage pipes, underground electrical, associated area irrigation and the building awning and the installation of a retaining wall around the Magnolia tree and authorize the President to sign any associated agreements and/or authorize the Executive Director to initiate the purchases as required for the completion of these noted additional projects.

MOVED and duly approved to continue the demolition and discovery portions of the locker rooms and pool and spa section of the project and authorize staff to use available contingency funds within the approved project for such discovery and professional consolation.

MOVED and duly approved to place any replacements of the locker rooms, pool and spa section of the approved project on hold, pending final discovery, and direct staff to provide a full report at the January meeting of the Physical Properties Committee. The Physical Properties Committee is directed to review the scope of the approved project against all items discovered under the demolition phase of the project and provide a recommendation to the GRF Board at the January meeting.

MOVED and duly approved to direct staff to hold a general town hall meeting on the project, as well as publish informational articles in LW Weekly, to keep the community informed on the delay of the project noting the unknown conditions discovered during the demolition phase of the approved project.

Communications/IT Committee – Amend 20-5050-1, Billboards and 20-5050-4, Request to Display on Billboards

MOVED and duly approved to amend 20-5050-1, Billboards, updating the document language and amend 20-5050-4, Request to Display on Billboards, updating the types of documents that may be displayed and restating the instructions to complete the request.

Communications/IT Committee – Adopt 20-2806-1, Community Publications

MOVED and duly approved to adopt 20-2806-1, Community Publications, consolidating multiple documents pertaining to the use of print (LW Weekly), digital (LW Live), and other communications media with the community.

Communications/IT Committee – Rescind Communications/IT Committee Documents

MOVED and duly approved to rescind 20-2810-1, Community Submissions, 20-2811-1, News Coverage of Candidates, 20-2825-1, Special Columns, 20-2840.02-1, Deadlines, 20-2840.04-3, News Stories, 20-2840.06-3, Obituaries, 20-2840.07-3, News Photos, 20-2840.08-3, News Coverage, 20-2840.09-3, Survey Collections Point, 20-2869-3, LW Live, as presented.

Executive Committee – **FINAL VOTE:** Amend 30-5093-1, Member Rules of Conduct

MOVED and duly approved to adopt 30-5093-1, Member Rules of Conduct, as amended, which sets forth the members' rules of conduct, fulfilling GRF's duty and fiduciary responsibility to enforce its governing documents and protect GRF Trust Property and assets, GRF staff and GRF-contracted service providers, as presented.

Executive Committee – **FINAL VOTE:** Amend 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties

MOVED and duly approved to adopt 30-5093-2, Member Rules of Conduct, Non-compliance with Rules of Conduct – Fines and Penalties, as presented, which sets forth the fines, penalties and legal action that may result from non-compliance with the Member Rules of Conduct, as presented.

Executive Committee – Adopt 30-5093-3, Member Rules of Conduct, Procedure for Notification of Violation and Right to Hearing

MOVED and duly approved to adopt 30-5093-3, Member Rules of Conduct, Procedure for Notification of Violation and Right to Hearing, as presented.

Executive Committee – Amend 30-5101-1, Limitation of Terms

MOVED and duly approved to amend 30-5101-1, Limitation of Term – GRF Officers & Chairs, removing the restriction of Chairs of the GRF standing committees not being permitted to succeed themselves in office for more than two (2) terms, as presented.

Facilities and Amenities Review (FAR) Ad hoc Committee – **TENTATIVE VOTE:** Amend 70-1406-1, Limitations on Use.

MOVED and duly approved to amend 70-1406-1, Limitations on Use, as amended (establishing criteria for who may use specified Trust Property, the addition of the Multi-use Court and Bocce Ball Court, updates of various Clubhouse Rules, an update of criteria for use of Clubhouse Facilities by outside organizations, a reference to 70-1406-2, Limitations on Use, Fees, for fee information, and authorization for the Golden Age Foundation to use the hospitality area in any Clubhouse, on any holiday, for the benefit of the Members), pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

Facilities and Amenities Review (FAR) Ad hoc Committee – **TENTATIVE VOTE:** Adopt 70-1406-2, Limitations on Use, Fees

MOVED and duly approved to adopt 70-1406-2, Limitations on Use, Fee, establishing fees for organizations using Trust Property, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

Finance Committee – Approve 2019/2020 Master Insurance Policy Renewal

MOVED and duly approved the master insurance policy proposal, dated November 7, 2019, as submitted, in the amount of \$2,219,449, for the policy period of December 1, 2019 to November 30, 2020, and authorize the President to sign the required renewal documents pursuant to the related proposal as prepared and submitted by DLD Insurance Brokers, Inc.

Finance Committee – Exclusive Use of Trust Property, Onsite Resales Building

MOVED and duly approved the exclusive lease of Trust Property, commonly identified as the Onsite Resales Building, with the Januszka Group, Inc., per the stipulated terms and conditions of the lease agreement and upon the Januszka Group, Inc. providing all documentation as required by the agreement, and authorize the President to sign the agreement.

Finance Committee – Exclusive Use of Trust Property, Annual Lease Agreements

MOVED and duly approved to send notice of non-renewal of the exclusive use of Trust Property, within Clubhouse Three, by the Video Producers Club.

Physical Property Committee – Amend 60-5350-3, Construction Bids and Contracts

MOVED and duly approved to amend 60-5350-3, Construction Bids and Contracts, updating the document language, as presented.

Physical Property Committee – Approve SCE Street Light Head Replacements to LED

MOVED and duly approved the replacement of an estimated 281 SCE Street light heads with energy efficient LED 4000K lights, for the cost of \$326.40, each, or \$91,718 total. The expense to replace the lights is to be collected within a 20-year period tariff, and authorize the President sign the agreement.

Physical Property Committee – Reserve Funding Request – Main Gate, LED Lights

MOVED and duly approved for the Service Maintenance Department to replace the existing lighting at the Security Offices with LED light panels and replace the ceiling tiles, for a cost not to exceed \$3,550, Reserve funding.

Physical Property Committee – Reserve Funding Request – Clubhouse Three, Lobby Door Replacement

MOVED and duly approved to award a contract to Axxess Door to replace the automatic doors at Clubhouse Three Lobby, for a cost not to exceed \$9,878, Reserve funding, and authorize the President sign the contract.

Recreation Committee – Adopt 70-2504-1, Library Rules and Adopt 70-2501-3, Library Procedures

MOVED and duly approved to adopt 70-2504-1, The Library, Rules and 70-2504-3, The Library, Procedures, which set forth the rules and procedures for the Leisure World Library, as presented.

Recreation Committee –Rescind 70-2501-1, Library, General Information

MOVED and duly approved to rescind 70-2501-1, Library, General Information, as presented.

Recreation Committee – **TENTATIVE VOTE:** Adopt 70-2504-2, Library Fees

MOVED and duly approved to adopt 70-2504-2, The Library, Fees, which sets forth the fees associated with late charges, lost or damaged materials, and library services, pending a 28-day

notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

Recreation Committee – **TENTATIVE VOTE:** Adopt 70-1447-1, Use of Community Facilities, Mini-Farm

MOVED and duly approved to adopt 70-1447-1, Use of Community Facilities – Mini Farm - Rules, setting forth the rules for fair and equitable use of the Mini Farm area, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.

Recreation Committee – Amend 70-1400-1, Co-Occupants and Qualified Permanent Residents (QPR) Use of Clubhouses

MOVED and duly approved to return 70-1400-1, Use of GRF (Trust) Facilities, to the Recreation Committee, for review.

Recreation Committee – Capital Funding Request – Approve Feasibility Study, Savory Hospitality

MOVED and duly approved the professional consulting services by Savory Hospitality, per the attached proposal dated September 11, 2019, in the amount of \$2,300, Capital Funding, and approve the President to sign the agreement.

Recreation Committee – Capital Funding Request – Fitness Center Improvements

MOVED and duly approved consulting services from K Allan Consulting for the Fitness Center improvements, in an amount not to exceed \$3,000, Capital funds, and to approve the President to sign the contract.

Recreation Committee – Capital Funding Request – RV Lot Aisle and End Marker Replacement

MOVED and duly approved the replacement of all aisle and end cap markers throughout the RV lot, Capital funding, in an amount not to exceed \$3,330, and to the authorize Recreation Department to complete this task.

Recreation Committee – Rescind Previous GRF BOD Motion re: Locker Agreement Invoice Cycle

MOVED and duly approved to rescind the GRF Board of Directors' action of August 27, 2019, pertaining to Locker Agreement/Invoicing Cycle, and recommend the Recreation Department collect payment, at the time of renewal.

December 2, 2019, Recreation Committee

- CONCURRED to request the Executive Director bring to the next Committee meeting documentation from Philadelphia Insurance Company regarding the instructor insurance requirements;
- CONCURRED to request the Executive Director and Recreation Director meet with Mr. Palladino to address a RV Lot variance request;
- CONCURRED to approve a \$70 refund to Mr. and Mrs. Hultquist for their tickets to the Museum of Tolerance;
- CONCURRED to request the Assistant Recreation Manager to bring back additional information regarding Clubhouse One divider screens to the next Committee meeting; in the interim divider screens have been moved from Clubhouse Two;
- CONCURRED to request the Assistant Recreation Manager to bring back additional information regarding the concessions review to the next Committee meeting;
- MOVED to approve a variance to policy 70-1403-1, Commercial Use, to allow the Rollin' Thunder Golf Cart Club to hold a one-time event permitting the club to charge for replacement tires and mounting services, contingent on providing proof of insurance naming GRF additional insured and signing an indemnity agreement;
- CONCURRED to request the Assistant Recreation Manager bring back additional information to the next Committee meeting.

December 4, 2019, Governing Documents Committee

- CONCURRED to request staff make changes to 40-2230-3, Authorized Signatories and send to the next scheduled Finance Committee meeting, for approval;
- MOVED to take amend 40-3325-3, Purchase of Non-Standard Items, by making a change on the document number (40-3325-1) and approved, as final;
- CONCURRED to take no action on and review at the next Committee meeting: Amend 40-2920-3, Budget Controls, Amend 40-3326-1, Purchasing Warehouse Guidelines for Inventory and Non-Inventory Purchases, Amend 40-5340-1, Capital Improvement Fund, Amend 40-5520-1, Reserves, Amend 40-5523-1, Accounts Receivable Collections, Amend 40-5528-1, Refund of Excess Income, Amend 40-5540-1, Contingency Operating Fund, Amend 40-5516-3, Committee Non-Budgeted Expense, and Amend 40-5061-2, Fees

December 4, 2019, Physical Property Committee

- MOVED to approve the Physical Property Department work with the Service Maintenance Department to modify the entrance lanes at the North Gate, from two lanes to one lane;
- MOVED to request a representative from the Orange County Registrar survey the proposed location for an onsite voting drop box, confirm the drop box specifications and request staff to bring additional information to the next Committee meeting.

December 5, 2019, Architecture and Design Review Committee

- MOVED to complete landscaping around Clubhouse Six, using 2019 Operation funds from cost center 101;
- MOVED to approve Acid Wash Finish Concrete, at the Golf Course area;
- CONCURRED to request the Communications and Technology Director, bring back additional artwork samples, based on the Committee's feedback, to the next scheduled meeting;

- CONCURRED to request staff, add dates to the murals in Clubhouse Four lobby;
- CONCURRED to address pot and plant selection at Veterans' Plaza at the next scheduled meeting;
- MOVED to approve Evolve Cube Slim Combo Station recycle bins for all Clubhouses and request purchasing department staff supply cost, based on total count provided by the Recreation department;
- MOVED to approve the sample entry pass, provided by the Communications and Technology Director, presented at the meeting;
- CONCURRED to address a new planter at Golden Rain and possible sculpture donation at the next scheduled meeting.

December 9, 2019, Mutual Administration Committee

- CONCURRED to review the Welcome Packet at the next Committee meeting;
- CONCURRED to discuss the corporate counsel opinion regarding the inclusion of printed GRF and Mutual documents upon review by corporate counsel;
- MOVED to accept the changes recommended by corporate counsel to the Power of Attorney Disclosure Form, and to forward to the Governing Documents Committee for assignment of a form number;
- CONCURRED to discussed take no action regarding the GRF Elections Timetable;
- CONCURRED to request the Communication and Technology Director to bring a mock-up of the Community Guide to the Communication;
- CONCURRED to authorize the Stock Transfer Office to accept the "red" envelope provided by the Onsite Home Sales office;
- CONCURRED to change the name of the Bereavement Workbook to "Planning Ahead for My Family";
- MOVED to recommend the GRF Board authorize Capital Funds, not to exceed \$5,000, for the custom programming necessary to generate the Mutual monthly SRO reports (SROs by bill code), pending Finance Committee review;
- REVIEWED the Mutual Administration portion of services to the Mutuals report, prior to the GRF Board Meeting.

December 11, 2019, Security, Bus & Traffic Committee

- CONCURRED to request the Communications and Information Technology Director meet with Security, Bus & Traffic Committee member Janet Isom to update the entry pass;
- MOVED to recommend the GRF BOD amend 80-5538-1, Bus Safety Rules, as amended;
- CONCURRED to take no action regarding 50-5536.01-1, Guest Passes and review at the next Committee meeting.

THE DECEMBER GRF BOD REPORT WILL BE UPDATED AFTER THE FOLLOWING COMMITTEES MEET:

December 12, 2019, Communications & IT Committee

December 13, 2019, Executive Committee

December 16, 2019, Finance Committee

CANCELLED: December 17, 2019, Website Redesign Ad hoc Committee

CANCELLED: December 18, 2019, Strategic Planning Ad hoc Committee

CANCELLED: December 26, 2019, Management Services Review Ad hoc Committee

Financial Recap – November 2019

As of the eleven-month period ended November 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$562,551.

Major variances are:

Wages, Taxes & Benefits	575,792	Favorable: Wages \$254K; P/R Taxes \$29K; Workers' Comp \$36K; Group Ins \$231K; 401(k) Match \$25K
Temporary Agency Fees	(229,096)	Unfavorable: Temporary help for key positions.
Supplies	51,224	Favorable: Low requisitions YTD
Facilities Rentals & Maintenance	85,250	Favorable: Landscaping \$84K; Service Contracts \$17K
Interest Income	145,943	Favorable: Actual yields > planned
News Advertising	(223,000)	Unfavorable: Budget planned more aggressive sales
Other Income	104,617	Favorable: Purchasing Processing Recovery \$50K; Lost Member ID Card \$16K; Fees \$39K

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$10,260,460	\$1,962,709	\$8,297,751	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$2,257,505	\$226,057	\$2,031,448	8

Total year-to-date approved unbudgeted operating expenses are \$44,428.

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Financial Recap – November 2019

As of the eleven-month period ended November 2019, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$562,551.

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Total year-to-date approved unbudgeted operating expenses are \$44,428.

P.O. Box 2069
Seal Beach CA 90740

Description		
	Current Assets:	
1122000	Cash & cash equivalents	305,782
	Non-Restricted Funds	256,834
	Receivables	1,325,956
	Prepaid expenses	500,437
	Inventory of maintenance supplies	489,407

	Total Current Assets	2,878,416
	Designated deposits	
1212500	Reserve Fund	10,260,460
	Capital Improvement Fund-GRF	2,257,505

	Total designated deposits	12,517,964
	Notes Receivable	
1411000	Notes Receivable	45,175

	Total Notes Receivable	45,175
	Fixed Assets	
	Land, Building, Furniture & Equipment	37,029,518
	Less: Accumulated Dep'n	(23,278,581)

	Net Fixed Assets	13,750,937
	Other Assets	-----
	Total Assets	29,192,493
		=====

P.O. Box 2069
Seal Beach CA 90740

Description		
Liabilities & Equity		
Current Liabilities:		
Accounts payable	544,265	
Project Commitments	769,980	
Prepaid Deposits	10,675	
Accrued payroll & payroll taxes	606,576	
Unearned Income	138,123	
Accrued expenses	163,578	
Accrued property taxes	26,926	

Total Current Liabilities	2,260,124	
Total Liabilities		2,260,124
Equity		
Mutuals' Beneficial Interest		
3211000 Contingency Operating Reserve Equity	700,000	
3212000 Reserve Equity	9,526,458	
3394000 Capital Fund Equity	2,221,045	
3310000 Beneficial Interest in Trust	12,740,607	

Total Mutuals' Beneficial Interest		25,188,111
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	4,648,351	

Total Paid-in-Capital		6,258,151
Excess Income		
Current Year	(382,338)	

Total Excess Income		(382,338)
3920000 Dep'n & Amortization		(4,131,555)
Net Stockholders' Equity		26,932,369

Total Liabilities & Stockholders' Equity		29,192,493
		=====

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended November 30, 2019

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2018	550,000	9,732,925	1,643,004.70	25,545	11,951,475
Funded: Assessments		1,145,836			1,145,836
Funded: Amenities Fees collected (581)		960,557	960,557		1,921,113
Funded: M17 Lease Fees collected (27)		5,900	5,900		11,799
Funded: Interest on Funds		106,242	9,993		116,235
Progress Payments on CIP					-
Expenditures		(1,430,825)	(361,949)		(1,792,774)
Commitments		(260,174)			(260,174)
Transfers to/from Funds	(550,000)			(150,000)	(700,000)
Interest Income Allocation					-
Net Monthly Activity				381,289	381,289
Balance 11/30/2019	-	10,260,460	2,257,505	256,834	12,774,798
 Net Activity	 (550,000)	 527,535	 614,500	 231,289	 823,323

*68 of Memberships totaling \$258,196 were collected in November to be transferred in Dec.

**1 of Lease fee totaling \$53.37 was collected in November to be transferred in Dec.

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended November 30, 2019

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	562,616	393,724	168,892
Current Assets	15,396,380	14,980,106	416,274
Current Liabilities	2,260,124	1,967,693	292,431
Current Ratio	6.81	7.61	
Designated Deposits:	12,517,964	13,276,642	(758,678)
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,537,124	1,460,656	76,468	5.24
Expense	1,387,497	1,348,865	(38,632)	(2.86)
Excess Income or (Expense)	149,627	111,791	37,836	
Year To Date	Actual	Budget	Variance	%
Income	17,043,294	15,625,229	1,418,065	9.08
Expense	16,465,720	15,610,206	(855,514)	(5.48)
Excess Income or (Expense)	577,574	15,023	562,551	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2019
154.24	158.53	169.09

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FACILITIES & AMENITIES REVIEW AD HOC COMMITTEE ADOPT
SUBJECT: 20-2806-2, COMMUNITY PUBLICATIONS - FEES (**TENTATIVE VOTE**)
DATE: DECEMBER 10, 2019
CC: FILE

At its meeting on December 12, 2019, the Communications/IT Committee recommended the GRF Board of Directors adopt 20-2806-2, Community Publications - Fees.

I move to adopt 20-2806-2, Community Publications - Fees, which sets forth fees and guidelines for obituary submissions and articles from religious organizations, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.



COMMUNICATIONS

Community Publications - Fees

1. OBITUARIES

- 1.1. First 250 words (may include photo): **free** of charge;
- 1.2. Additional words: Current Obituary Rate*;
- 1.3. Bordered, decorative obituaries, eulogies and photos: Current Classifieds Rate;
- 1.4. A "Card of Thanks" section is available in the LW Weekly Classified section:
 - 1.4.1. GRF Shareholder Rate: Current Classifieds Rate*;
 - 1.4.2. Non-Shareholder Rate: Current Classifieds Rate*.

2. RELIGION

- 2.1. Service Note: Content is limited to the topic of service, date, place / address and name of the speaker.
 - 2.1.1. First Column inch (approximately 33 words): **free** of charge;
 - 2.1.2. Additional column inches: \$5 per column inch.
- 2.2. An article: One article per month per religious organization.
 - 2.2.1. Up to 7 column inches (250 words) with or without photo: **free** of charge.
 - 2.2.2. Additional column inches: \$5 per column inch.

*Contact LW Weekly Office for details.

Document History

Adopted: xx xxx 19

Keywords:	LW Weekly Obituary	LW Live Editor	Newspaper Submission	Fees
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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

FUNDING ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (D.F.)
SUBJECT: CAPITAL FUNDING REQUEST - MAIN GATE & YARD INTERNET UPGRADES
- UBIQUITI
DATE: DECEMBER 17, 2019
CC: FILE

At its regularly scheduled meeting on December 16, 2019 the Finance Committee (FC) duly moved and approved to recommend to the GRF Board of Directors the upgrade of wireless antennas to increase internet speed for staff at the main gate and service mainenance yard (Exhibit A).

At its meeting on December 16, 2019, the Finance Committee reviewed funding and determined Capital funds are available.

I move to approve internet upgrades for the main gate and yard, in an amount not to exceed \$16,500, Capital Funds, and authorize the President to sign any applicable contracts.

Exhibit A

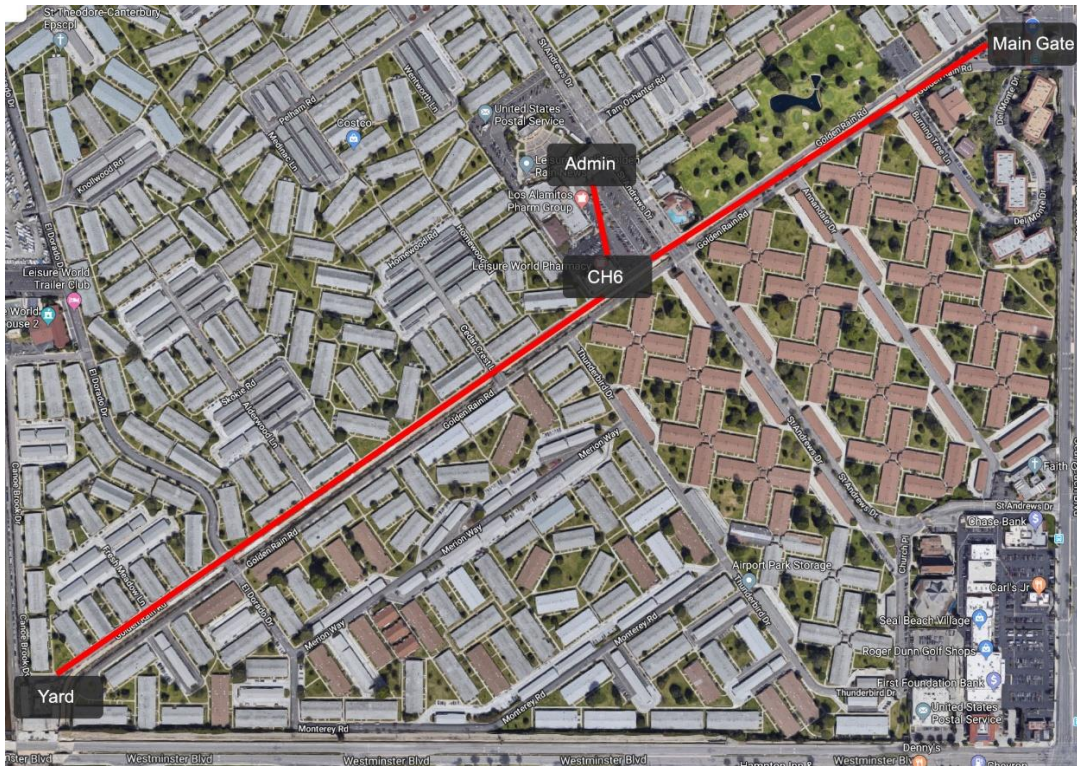


Exhibit B

Item	Description	Quantity	Price
Ubiquiti airFiber 24 antenna	Wireless 24GHz antenna	6	\$10,000
Cisco Catalyst 3750 switch	Network switch	2	\$1,500
Labor (CH6)	Install antennas & configure link		\$1,000
Labor (Main Gate)	Install antennas & configure link		\$2,000
Labor (Yard)	Install antennas & configure link		\$2,000
		Total	\$16,500



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: AMEND 30-5025-3, GRF ELECTION PROCEDURES (**TENTATIVE VOTE**)
DATE: DECEMBER 10, 2019
CC: FILE

At its meeting on December 13, 2019, the Executive Committee recommended the GRF Board of Directors accept the amendments recommended by corporate counsel with the passage of Senate Bill 323, Common interest developments: Elections.

I move to amend 30-5025-3, GRF Election Procedures, accepting the amendments recommended by corporate counsel, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 28, 2020.



EXECUTIVE COMMITTEE

GRF Election Procedures

AMEND

The following will be in effect for the election of directors to the Golden Rain Foundation (GRF) Board of Directors (BOD):

1. ELECTIONS

1.1. ANNUAL ELECTION

The election of directors for odd-numbered Mutuals will occur during odd-numbered years and the election of directors for even-numbered Mutuals will occur during even-numbered years. Each director shall serve a two-year term.

One (1) director will be elected from each Mutual except for Mutuals One (1) and two (2) where there will be two (2) Directors.

1.2. SPECIAL ELECTIONS

Upon the occurrence of a vacancy on the BOD representing an odd- or even-numbered Mutuals, the process for a special election will begin within ten (10) days after the Secretary of the Board is notified of the vacancy.

2. VOTING

2.1. QUALIFICATION FOR VOTING

Members may vote only by using the mail-in secret ballot. Members may cast one (1) vote, except on the ballots of Mutuals One (1) and Two (2), members may cast two (2) votes, but they may not be cast cumulatively. Members may obtain replacement ballots by contacting the Inspector of Elections.

2.2 CUMULATIVE VOTING

~~There is no provision in the GRF By Laws for cumulative voting, i.e., stacking votes for one candidate.~~ Pursant to the Bylaws, cumulative voting is not permitted.

2.3 Voting by Acclamation

To the extent permitted by law, in the event the number of candidates at the close of nominations is the same as the number of open positions on the Board, those candidates shall be automatically elected, by acclamation, without further action, and the results shall be announced as required by these Rules and applicable law.

3. CANDIDATES



EXECUTIVE COMMITTEE

GRF Election Procedures

AMEND

3.1. CANDIDATE ELIGIBILITY AND QUALIFICATIONS

All members of the GRF “in good standing” are eligible to run for election to the BOD representing the Mutual in which they reside. “In good standing” is defined as a member who is no more than 30 days in arrears of his or her carrying charge to the Mutual, or in arrears in any fine or fee set forth in the GRF By-Laws or policies. All candidates must be members of GRF at the time of nomination.

3.1.1. Only members who meet the following criteria are qualified to be elected to the BOD:

3.1.1.1 Candidates and Directors may not have been convicted of a crime that would either prevent GRF from purchasing fidelity bond coverage or terminate GRF’s existing coverage.

3.1.1.2 Candidates and Directors must be current in the payment of carrying charges. Note, this does not include non-payment of collection charges, late charges, fines, fines renamed as assessments, costs levied by a third party, or if the member has (1) paid under protest per Civil Code Section 5658; (2) has entered into and is current in a payment plan (defined as a signed written agreement between the Board and the Owner) per Section 5665, and is current and in compliance will all terms thereof; or (3) if the member has not been provided the opportunity to engage in Internal Dispute Resolution (“IDR”).

All members of GRF have the right to engage in Internal Dispute Resolution (“IDR”) and/or Alternative Dispute Resolution (“ADR”), pursuant to the Civil Code. A member may contact the Board, in writing, to initiate IDR/ADR. Note, if IDR/ADR is not scheduled and completed prior to the nomination deadline, candidates may be disqualified for non-payment of carrying charges.

3.1.1.3 Candidates must have been a member of GRF for at least one (1) year.

3.1.2. In addition to the foregoing qualifications, any member who is (a) an officer or director of a Mutual Corporation at Seal Beach Leisure World; (b) a member of any City Council; (c) a member of the Board of supervisors of the County of Orange, California; (d) a member of the Planning Common for the City of Seal Beach, California, or the County of Orange, California; (e) an elected official of any city, county, governmental body or political subdivision thereof; (f) an individual, a member of any entity or partnership, or an officer or director of any other corporation engaged in supplying material, services or labor to the Golden Rain Foundation, is strongly discouraged from running for the BOD, as such action creates a substantial time commitment and causes a potential conflict of interest. Further, such action may expose any individual member and/or the Board to unnecessary liability, including, but not limited to, breaching fiduciary duties.



EXECUTIVE COMMITTEE

GRF Election Procedures

AMEND

The Corporate Secretary is authorized to determine the qualifications of a Director, pursuant to the terms of the GRF By-Laws or policies.

3.2. CANDIDATE APPLICATION MATERIALS

Candidates shall turn in the following materials prior to the deadline set by the GRF.

3.2.1. Application for Candidacy as a GRF Director

3.2.2. Signed Candidate Eligibility Disclaimer (set forth below)

3.2.3. Signed Candidate Statement (set forth below)

At the time of turning in candidate materials, candidates must present current GRF identification card. Candidates will receive a receipt for their application.

3.3. CANDIDATE ELIGIBILITY DISCLAIMER

Refer to GRF **B**y-laws, Article Six, Section 1. Candidates shall complete an Eligibility Disclaimer to set forth that they are qualified to serve on the GRF Board of Directors.

3.4. CANDIDATE STATEMENT

Prior to the deadline established by the GRF, each candidate shall submit a Statement containing up to 300 words (no less than 12-point type, single sided). The statement shall be mailed with the ballot.

3.4.1. The statement shall contain the candidate's background, qualifications and Platform, and shall not contain any disparaging or defamatory content.

3.5. NOTIFICATION OF NOMINATIONS FOR ELECTION OF DIRECTORS

As prescribed by law, at least thirty (30) days before the close of nominations, GRF will provide individual notice of the election and the procedure for nominating candidates.

Additionally, ~~T~~the GRF shall place a notice in the *Community newspaper* not less than ninety (90) days prior to the election counting meeting that any member may place his or her name into nomination for the director position representing the Mutual in which they reside. The notice shall be published in the *Community newspaper* every week thereafter until the closure of the nominating period.

EXECUTIVE COMMITTEE

GRF Election Procedures

AMEND

3.6. SELF-NOMINATION BY MEMBERS

Members who wish to nominate themselves as a candidate for election to the BOD must do so in writing to the Stock Transfer Office prior to the closing of the polls. ~~not more than ninety (90) days or less than sixty (60) days prior to the election counting meeting.~~

3.6.1. All candidates shall be provided candidate instructions upon submitting their name for nomination.

3.7. A Mutual BOD may appoint a nominating committee for the purpose of recommending a candidate for the election. Any candidates who are recommended by their Mutual BOD or nominating committee will be given candidate instructions by the Stock Transfer Office.

3.8. Nominations from the floor or write-ins.

3.8.1. Nominations from the floor and ~~or~~ write-ins are prohibited.

3.9. Campaign Cycle

3.9.1. The campaign cycle shall begin ~~mid-April~~ in February and end with the closing of the polls.

3.10. Equal Access to GRF Media

3.10.1. Candidates and other members advocating a point of view for purposes reasonably related to the election shall be provided a one-time access to the GRF's website (LWSB website) during the campaign cycle as follows:

3.10.1.1. Submissions shall be posted on the election bulletin board on the LWSB website during the campaign cycle.

3.10.1.2. Submissions shall be limited to 300 words and shall not contain disparaging or defamatory content.

3.10.1.3. One submission shall be accepted from each candidate for posting on the LWSB website.

3.10.2 Candidates advocating a point of view for purposes reasonably related to the election may purchase, subject to space availability and advertising guidelines established by the News Office, a maximum of a half-page of space in an edition of the *Community newspaper* at regular advertising rates during the campaign cycle. No other access to the



EXECUTIVE COMMITTEE

GRF Election Procedures

AMEND

Community newspaper will be granted.

3.10.3. Equal access to clubhouses shall be provided at no cost to all candidates, including those who are not incumbents, and to all members advocating a point of view for purposes reasonably related to the election. The clubhouses are subject to availability by reservation only on a first-come, first-serve basis.

3.10.4. In the event that an incumbent director makes any statements or takes any actions, solely in the context of that directors' performance of his/her duties as a director, any and all such statements or actions shall not constitute provision by the GRF of access to its media for campaign purposes.

3.10.5. In the event that the GRF's media reports any candidates' statements or actions that are reasonably unrelated to the election, the reporting of such shall not constitute provision by the GRF to its media for campaign purposes.

3.10.6. In accordance with Civil Code 5135, no GRF funds shall be used for campaign purposes, except to the extent necessary for the GRF to comply with the duties imposed upon it by law.

3.10.7. Provision of Mailing Labels

3.10.7.1. Candidates are entitled to purchase labels for the addresses in their Mutual at a flat rate of \$10 per request, plus \$0.25 per sheet cost which is to be paid at the time the labels are ordered. Labels can be ordered by completing an "Access to Documents" form in the Accounting Department.

3.10.8. Non-Responsibility for Statements and Actions

Neither GRF or its officers, directors or employees shall be responsible for any claims, damages, injuries, judgments, orders or settlements, including attorney's fees, arising from a candidate's Statement or actions made in connection with an election.

4. ELECTION MEETINGS

The GRF BOD will convene a special meeting one week prior to the Annual Meeting for the purpose of the Inspector of Election counting secret ballots. All members are welcome to attend the special meeting.



EXECUTIVE COMMITTEE

GRF Election Procedures

AMEND

In the case of a special election, the GRF BOD will convene a special meeting approximately thirty (30) days after the ballots are mailed for the purpose of the Inspector of Election counting ballots. All members are welcome to attend the special meeting.

5. ELECTION PROCESS

- 5.1. The Executive Committee shall review the election materials and the election process and recommend to the GRF BOD for their approval.
- 5.2. ~~The~~ GRF shall contract with an independent third-party vendor to perform all election services as Inspector(s) of Election. The vendor will be directed to conduct the election and be accountable for the conduct of the election in accordance with this policy, all applicable codes, GRF By-Laws, and state laws.
- 5.3. During its meeting in February, the Executive Committee of the GRF BOD will recommend that the Board appoint the election services company as its Inspector(s) of Election.
- 5.4. During its meeting in February, the BOD will appoint the election services company as its Inspector of Election.

6. ELECTION MATERIALS

6.1 Notice of Election

At least thirty (30) days before the ballots are distributed, GRF will provide general notice of (1) the date and time by which, and address where, ballots are to be returned; (2) the date, time and location of the meeting to tabulate the ballots; and (3) the list of all candidates' names that will appear on the ballot.

6.2 Verification of Election Material

GRF shall permit members to verify the accuracy of their individual information on the Election Material at least thirty (30) days before the ballots are distributed. GRF or any member shall report any errors or omissions for either list to the inspector(s) of election who shall make the corrections within two (2) business days.

"Election Material" means the following documents: returned ballots, signed voter envelopes, Candidate Registration List and the Voter List. The Candidate Registration List means the list of qualified candidates existing as of the close of nominations. The Voter List may include: the name, voting power and either the physical address of the member's separate interest or the parcel number, or both; and the mailing address of the member (if different from the physical address or if the parcel number is used).3.

EXECUTIVE COMMITTEE

GRF Election Procedures

AMEND

~~6.1.~~ 6.3. Ballot Packet

~~6.1.1.~~ The ballot packet will consist only of a mail-in secret ballot, voting instructions, any candidate Statements/resumes, a copy of the election rules, two return envelopes, and mailing instructions for the election. The ballot packet will be mailed no less than thirty (30) days prior to the ballot counting meeting. Note, the election rules may be provided by individual delivery or by posting same on an internet site and providing the corresponding internet

~~6.2.~~ 6.4. Secret Ballots Returned by Mail

~~6.2.1.~~ 6.4.1. The mail-in secret ballot is required to be mailed to the Inspector(s) of the Election for proper verification and validation and must be received before noon on the date established on the ballot.

6.4.2. The mail-in secret ballot is irrevocable once received by the Inspector(s) of the Election.

6.4.3. The denial of a ballot to a person with general power of attorney for a member is prohibited. (Civil Code Section 5105(g)(2).) A ballot submitted for a member by an individual with general power of attorney is valid so long as it is submitted in a timely fashion.

~~6.2.2.~~

~~6.2.3.~~ 6.4.4. The Inspectors of Election will open and process, in public view, the mail-in secret ballots on the day of the special meeting held for the purpose of counting ballots as outlined under Section 7.

~~6.2.3.1.~~ 6.4.4.1. If a mail-in secret ballot is compromised or improperly sealed or addressed, or has any identifying marks, it will be invalidated by the Inspector(s) of the Election.

7. INSPECTOR(S) OF THE ELECTION

7.1. Inspector(s) of the Elections shall perform the following:

7.1.1. Determine the number of shareholders entitled to vote and the voting power of each.

7.1.2. Establish a mailing address for mail-in ballots, and the contact phone number for members' questions.



EXECUTIVE COMMITTEE

GRF Election Procedures

AMEND

- 310 7.1.3. Prepare and mail to all members in the odd- or even-numbered
311 Mutuals, no later than thirty (30) days prior to the election meeting,
312 the notice letter, mail-in secret ballot, any candidate
313 Statements/resumes, voting instructions, the election rules, two
314 envelopes, and mailing instructions for the GRF election, in a manner
315 consistent with providing and ensuring that the member's vote will be
316 by "secret ballot."
317
318 7.1.4. Receive mail-in secret ballots.
319
320 7.1.5. Open mail-in secret ballots at the special meeting for the purpose of
321 counting ballots.
322
323 7.1.6. Count and tabulate all votes.
324
325 7.1.7. Determine the results of the election.
326
327 7.1.8. Certify, in writing, that the election was held in accordance with this
328 policy and Section 5110 of the Davis-Stirling Common Interest
329 Development Act (the Act).
330
331 7.1.9. Consult with ~~the~~ GRF's legal counsel, if necessary, to fulfill the
332 Inspector(s)' obligations under the law.
333

8. OBSERVERS OF THE ELECTION

336 Any candidate or member of the GRF may witness the counting and tabulation of the
337 votes. However, the Inspector(s) of Election may establish reasonable guidelines for
338 candidates and members for the observing of the counting and tabulation of ballots,
339 including guidelines on distance from which observers may stand.

9. BALLOT RETENTION

- 340 9.1. The sealed ballots at all times shall be in the custody of the Inspector or
341 Inspectors of election or at a location designated by the inspector or inspectors
342 until after the tabulation of the vote, and until the time allowed by Section 5145
343 of the Civil Code (twelve months) for challenging the election has expired, at
344 which time custody transferred to the GRF.
345
346 9.2. After the transfer of the ballots to the GRF, the ballots shall be stored by the
347 GRF in a secure place for no less than one year after the date of the election.
348
349
350
351
352

Document History

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California



EXECUTIVE COMMITTEE

GRF Election Procedures

AMEND

Adopted:	15 Jun 76	Amended:	20 Aug 96	Amended:	19 Aug 97
Amended:	15 Sep 09	Amended:	15 Feb 11	Amended:	24 Feb 15
Amended:	23 Feb 16	Amended:	27 Dec 16	Amended:	12 May 17
Amended:	28 Nov 17	Amended:	23 Jul 19		

Keywords: Executive Committee Election Candidate Voting GRF Board

353



BOARD ACTION MEMO

TO: GRF BOARD OF DIRECTORS
FROM: EXECUTIVE COMMITTEE
SUBJECT: APPROVE WORKERS' COMPENSATION POLICY RENEWAL
DATE: DECEMBER 12, 2019
CC: FILE

At its regularly scheduled meeting on December 13, 2019, the Executive Committee reviewed the proposals for the renewal of the Workers' Compensation Policy for GRF.

Our insurance broker, DLD Insurance, has reviewed our coverage and obtained bids from four (4) carriers including our current carrier, Berkshire Hathaway Homestate Companies (BHHC).

The bids ranged from \$225,812 to \$350,000 with the lowest bid coming from BHHC, our current carrier. The 2020 budget for this expense is \$262,366.

Incumbent: (Cypress Insurance Company) Berkshire Hathaway Homestate Companies	Quoted: \$225,812
Everest National Insurance Company	Pricing not competitive with Incumbent
Preferred Employers Insurance	Indication: \$268,000
Insurance Company of the West	Indication: \$294,000
Berkley Net	Indication: \$350,000

Note: All quotes are based on an estimated payroll. The total premium will be based on actual audited payroll totals at the end of the year.

I move to approve renewal of our contract for Workers' Compensation Coverage, with Berkshire Hathaway Homestate Companies (BHHC), for the 2020 policy year, in the amount of \$225,812 and authorize the GRF President to sign the renewal.



D L D I N S U R A N C E B R O K E R S , I N C .

17712 Mitchell North
Irvine, CA 92614
California License No. OD25325

Presents

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE PROPOSAL

Coverage Term

December 31, 2019 to December 31, 2020

GOLDEN RAIN FOUNDATION



December 11, 2019

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SECTION 1 – WORKERS’ COMPENSATION TEAM DIRECTORY

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SECTION 2 – EXECUTIVE SUMMARY

We are pleased to present the Workers' Compensation Renewal Proposal for the policy term December 31, 2019 to December 31, 2020.

Cypress Insurance Company (a Berkshire Hathaway company) initiated coverage for Golden Rain Foundation on December 31, 2012. Included with the proposal is the renewal quote from Cypress Insurance Company and our premium comparison worksheet which compares the expiring term to the renewal quote, including the payroll and premium changes.

The program net rate (total cost/total payroll x 100) is down 23% with a premium savings of \$44,161 over the expiring program. Estimated payroll is up 8% for the renewal term.

In addition to Cypress (Berkshire), DLD approached multiple insurance carriers and programs again this year. A marketing summary is included in section 3.

We look forward to your thoughts and our continued partnership.

SECTION 3 – MARKETING SUMMARY

Expiring 12/31/2018-19 Cypress Insurance Company (Berkshire Hathaway)
Estimated Placement Cost: \$269,973

Incumbent: (Cypress Insurance Company) Berkshire Hathaway Homestate Companies	Quoted: \$225,812
Everest National Insurance Company	Pricing not competitive with Incumbent
Preferred Employers Insurance	Indication: \$268,000
Insurance Company of the West	Indication: \$294,000
Berkley Net	Indication: \$350,000
AIG Insurance Company	Declined to quote; underwriting appetite
AmTrust	Declined to quote; unable to compete in pricing
Community Association Insurance Solutions	Not a fit for HOA program appetite
Employers Compensation Insurance Company	Declined to quote; unfavorable risk quality / exposures
Falls Lake General Insurance Company	Declined to quote; underwriting appetite
Hartford Insurance Company	Declined to quote; underwriting appetite
Omaha National	Declined to quote; underwriting appetite
StarStone National Insurance Company	Declined to quote; roof work exposure
Tangram Insurance Services Non-Profit	Ineligible for program; not a social services non-profit

All carrier placement costs and indications are subject to the terms and conditions of their respective quotes or indications and are subject to final audit. Please refer to carrier quotes for a comprehensive and complete summary of all applicable terms.

SECTION 4 – NAMED INSURED SCHEDULE

First Named Insured

FEIN #

Golden Rain Foundation of Seal Beach

95-2146121

SECTION 5 – CYPRESS INSURANCE COMPANY (BERKSHIRE)

Carrier: **Cypress Insurance Company**
A.M. Best's Rating: A++ (Superior)
FSC: XV (2 Billion or greater)
Outlook: Stable

Coverage A: Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **CA**

Coverage B: Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Coverage A above. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$1,000,000	Each Accident
Bodily Injury by Disease:	\$1,000,000	Each Employee
Bodily Injury by Disease:	\$1,000,000	Policy Limit

Coverage C: All Other States Insurance: Part Three of the policy applies to all the states except the following: OH, ND, WA, and WY, states to which Part One applies, and states for which you have other Workers' Compensation Insurance, are self-insured or have elected not to be subject to the Workers' Compensation Law.

Payroll / Premium Recap:

Estimated Annual Payroll: **\$8,570,749**

Estimated Annual Placement Cost Subject to Final Audit, including taxes and fees: **\$225,812**

- **See Premium Comparison Worksheet**

Payment Terms:

- Billing: Direct Bill
- Deposit - 10% of estimated annual premium plus 100% of taxes & assessments: **\$27,602.50**
Payable to Cypress Insurance Company (CA)
c/o Berkshire Hathaway Homestate Companies, P.O. Box 844501, Los Angeles, CA 90084-4501.
Payment is due by inception. Please reference policy number and/or FEIN on payment.
- **SPLIT DOWN DEPOSIT OPTION:** Cypress has offered a split deposit option. 1st half due at inception and remaining half due 1/31/20. Estimated as follows:
 - \$16,830.25 (half deposit + tax/assessments) due Inception 12/31/19
 - \$10,772.25 (2nd half deposit) due by 1/31/20
- Installments: Nine monthly installments estimated at \$21,544.50
- R-T Workers' Comp Specialty Fee: **\$4,309**
Payable to R-T Workers' Comp Specialty
(a division of International Facilities Insurance Services, Inc.)
Mail to: R-T Specialty, LLC, 26289 Network Place, Chicago, IL 60673-1262. Payment is due within 5 days of inception. Fee is fully earned and non-refundable.

Quote Terms and Conditions:

- Cypress Insurance Company requires that all clients use facilities from within their selected MPN network. Continued participation in the MPN is required.
- Volunteer Coverage is included at an estimated charge of \$3,000. The volunteer coverage charge is subject to audit and the final premium will be determined at audit.
- Proposal is subject to any pending rate changes or experience modification factor changes.
- Waiver of Subrogation – Blanket waiver – A surcharge of 2% to the total manual premium, subject to a minimum charge of \$350. Specific waiver – A surcharge of 5% to the applicable manual premium charged per project-rated risks, subject to a minimum charge of \$350 per project waiver.
- Minimum Premium: \$2,104.
- Terrorism coverage is included.
- Basic loss control services available to insured.
- California Short Rate Cancellation Endorsement included. A short rate earned premium penalty may be charged by the insurer if you elect to cancel a policy prior to its normal expiration date. See disclosure notice included in the issued policy.
- 30 days Notice of Cancellation, except 10 days for non-payment of premium.
- Cancellation Terms – If an account is confirmed cancelled three times, the third time, the policy will not be reinstated.
- Bind requests must be received no later than the date prior to date of inception.
- Effective 1/1/17, all officers/directors/general partners and LLC managing members are automatically covered employees and may opt out of coverage only under certain circumstances including a minimum of 10% ownership (Effective July 1, 2018) for corporate officers/directors. If opting out of coverage carrier must receive a properly executed AB 2883 waiver form from each applicable officer/director/general partner or LLC managing member. The waiver form shall be effective upon the date of receipt and acceptance by the insurance carrier. Executed forms must be received by the insurance carrier at binding, prior to effective date in order to be effective at inception. Waiver form is not applicable to Golden Rain Foundation.
- Berkshire Hathaway offers a Pay-As-You-Go billing option with 0% deposit. Applicable state premium assessments are still collected upfront. With Pay-As-You-Go, policyholders authorize their payroll vendor to provide Berkshire Hathaway with payroll reports each cycle and premium is automatically remitted to Berkshire via ACH/EFT. Policyholders must utilize a third party payroll vendor. A set up fee of \$250 is applicable. See attached Pay-As-You-Go information included with the Cypress quote.
- See Cypress Insurance Company (Berkshire) quote for a comprehensive and complete summary of all applicable terms, conditions, and subjectivities.

Quote Subjectivities:

- Fully completed and signed Acord 130 Application at binding.

Additional Information:

- Total placement cost is subject to annual final audit.
- No Foreign related coverages.
- No USL&H coverage.

Attachments:

- DLD Premium Comparison
- Cypress Insurance Company Quotation

Claims Information: Berkshire Hathaway Homestate Companies

- Claims Reporting: (800) 661-6029
- Claims Reporting Fax: (800) 661-6984
- Claims Reporting by Email: newclaim@bhhc.com

NOTE: No coverage is afforded for employees located in North Dakota, Ohio, Washington, Wyoming, Puerto Rico and the US Virgin Islands. **If you acquire offices or operations in these states, you must contact the individual state insurance funds directly in order to obtain coverage.**

DLD Premium Comparison



Golden Rain Foundation of Seal Beach
Workers' Compensation Premium Comparison - Cypress Insurance Company (Berkshire Hathaway)
December 31, 2019 - December 31, 2020



CALIFORNIA	CYPRESS INSURANCE COMPANY Expiring Program - 2018-2019				CYPRESS INSURANCE COMPANY Renewal Program - 2019-2020				MANUAL Rate % Change	NET Rate % Change	Payroll & Premium % Change
Classification	2018-2019 Estimated Payroll	2018--2019 Manual Rates	2018-2019 Net Rates	Premium (Rate & Payroll/100)	2019-2020 Estimated Payroll	2019-2020 Manual Rates	2019-2020 Net Rates	Premium (Rate & Payroll/100)			
8742--Salespersons--Outside	\$ 118,088	\$ 0.76	\$ 0.57	\$ 897	\$ 156,064	\$ 0.68	\$ 0.40	\$ 1,061	-11%	-30%	32%
8810--Clerical Office Employees--NOC	\$ 2,450,041	\$ 0.59	\$ 0.44	\$ 14,455	\$ 2,682,359	\$ 0.50	\$ 0.29	\$ 13,412	-15%	-34%	9%
9060--Clubs--Country or Golf--All Employees	\$ 39,842	\$ 8.52	\$ 6.42	\$ 3,395	\$ 31,497	\$ 6.68	\$ 3.91	\$ 2,104	-22%	-39%	-21%
9066--Homeowners Assoc.--Not Building Ops	\$ 5,292,295	\$ 6.03	\$ 4.55	\$ 319,125	\$ 5,700,829	\$ 6.16	\$ 3.61	\$ 351,171	2%	-21%	8%
Estimated Payroll Totals	\$ 7,900,266				\$ 8,570,749						8%
Manual Premium Totals				\$ 337,872				\$ 367,747			
Rating Factors:											
Experience Modification			101%	\$ 3,379			80%	\$ (73,549)			
Schedule Modification			24%	\$ (80,309)			25%	\$ (74,349)			
Premium Discount			3.6%	\$ (9,271)			3.4%	\$ (7,503)			
Volunteer Coverage (Adjusted at Audit)				\$ 3,000				\$ 3,000			
Expense Constant				\$ 100				\$ 100			
Terrorism Charge				Included				Included			
Estimated Annual Standard Premium				\$ 254,770				\$ 215,445			
Taxes and Assessments			3.9673%	\$ 10,107			2.8119%	\$ 6,058			
R-T Workers' Comp Specialty Fee				\$ 5,095				\$ 4,309			
Total Estimated Annual Placement Cost Subject to Final Audit				\$ 269,973				\$ 225,812			-16%
Savings					\$ (44,161)						
Program Net Rate (Total Cost/Total Payroll x \$100)				\$ 3.42	\$ 2.63						-23%

- Notes:**
1. Volunteer coverage included for \$3,000 and adjusted at audit.
 2. The expiring program contemplates all mid term endorsements.
 3. Net rates do not included taxes & fees.
 4. Program Net rate includes taxes and assessments: Total Cost divided by Total Payroll multiplied by \$100.

Cypress Insurance Company Quotation



RT Workers' Comp Specialty

A Division of International Facilities Insurance Services, Inc. and R-T Specialty, LLC

QUOTE #19359821 E

Agency: D.L.D. Insurance Brokers, Inc.

Attn: Haley Thomas

The carrier shown below has issued a quotation for insurance, and we are pleased to present this Quotation Confirmation of the carrier's terms, conditions, and limitations for you to review with the Insured. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the carrier's terms, conditions, and limitations, and to specifically reconcile with the Insured any differences between those quoted and those you requested. R-T Workers' Comp Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurance Company Underwriters. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance.

EXPIRATION:	This Proposal expires on the proposed Effective Date		
CARRIER:	Cypress Insurance Company (CA)		A++X/IV
INSURED:	Golden Rain Foundation of Seal Beach		
EFF.DATES:	12/31/2019- 12/31/2020		
COVERAGE:	Workers Compensation Employers Liability	LIMITS:	Workers Compensation Statutory, Per States Covered Employers Liability
		\$1,000,000	BI by accident-per accident
PROGRAM:	Guaranteed Cost	\$1,000,000	BI by disease-policy limit
		\$1,000,000	BI by disease-per employee

PAYMENT PROGRAM:	Total Estimated Annual Premium	\$215,445.00
		Workers Comp Fees & Taxes \$6,058.00
		Brokerage Fee \$4,309.00
	TOTAL:	\$225,812.00

Broker Fee - **FULLY EARNED AND NON-REFUNDABLE:**

COMMISSION: 10 %

PAYMENT PLAN: DIRECT BILL, \$27,602.50 Down (including 100% Taxes/Assessments) with 9 Installments.

IMPORTANT: If this is an automatic renewal then R-T Workers' Comp Specialty MUST receive notification 72 hours prior to effective date if the Insured does not wish the coverage to renew with BHHC. If we do not receive notification within this timeframe an LPR will be required in order to obtain a flat cancellation.

This quote may include a broker fee for services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, searching the markets for the desired coverage, working with underwriters on the coverage proposal and servicing the policy after issuance. Third-party inspection fees may be itemized. If the insured recommends an inspection company we will endeavor to determine if it is approved by the carrier. If we are deemed to be a broker, we represent the insured and will represent you honestly and competently in

Dec 10, 2019



RT Workers' Comp Specialty

A Division of International Facilities Insurance Services, Inc. and R-T Specialty, LLC

QUOTE #19359821 E

placing the insurance. We will also receive a commission from the insurer. Broker fees on admitted policies are fully earned and nonrefundable, except when required by applicable law. Broker fees are applied to renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. The insured is not obligated to purchase the proposed insurance.

CANCELLATION TERMS: IF AN ACCOUNT IS CONFIRMED CANCELLED THREE TIMES, THE THIRD TIME, THE POLICY WILL NOT BE REINSTATED.

CLAIMS REPORTING: Berkshire Hathaway Homestate Companies
(800) 661-6029 – Phone (800) 661-6984 – Fax newclaim@bhhc.com

State law requires that employers authorize initial medical treatment within 24 hours of knowledge that an occupational injury or illness has been sustained or reported, regardless of the legitimacy of the claim. Failure to comply may result in the loss of “medical control” and a significant increase in the potential claim cost.

PREFERRED MEDICAL PROVIDERS:
Cypress Insurance Company (CA) requires that all clients use facilities from within their selected MPN networks. In the event this quote is bound, your client will receive an MPN enrollment packet which will need to be distributed to the insured's employees. Additional detailed MPN information will also be provided with policy.

MPN Material with policy will include:

1. The notification of Rights Pamphlet that **MUST** be provided to all employees.
2. The BHHHC MPN Employee Notification Affidavit form, to document distribution of material. The employer must document that all employees received the Notification of Rights information.

CHARGE FOR WAIVERS AND BLANKET WAIVERS ON ALL POLICIES

WAIVER OF SUBROGATION: This charge is subject to change at any time without prior notice.

Blanket Waivers - A surcharge of 2% shall be applied to the manual premium for blanket-rated risks, subject to a minimum charge of \$350.

Specific Waivers - A surcharge of 5% shall be applied to the ***applicable*** manual premium charged per project-rated risks, subject to a minimum charge of \$350 per project waiver.

QUOTE PROPOSAL FOR WORKERS COMPENSATION COVERAGE**Golden Rain Foundation of Seal Beach****FEIN 95-2146121****Quote ID GOWC016653****Renewal of GOWC913148 for 12/31/2019 to 12/31/2020**

R-T SPECIALTY INSURANCE SERVICES, LLC

Viviane Woodcock

Los Angeles, CA

Phone Number: 213-833-0288

Fax#: 213-233-1961

We are pleased to offer this quote for Workers Compensation coverage to your client. Based on payroll, classification, experience modification, and other information provided by you, our terms are as follows:

Carrier: Cypress Insurance Company**Payment Method:** Direct Bill**Coverage Type:** Guaranteed Cost**Total Estimated Cost:** \$ 221,503.00**Payment Terms:** 10% down payment (including taxes and fees) of \$27,602.50 and 9 Monthly installment(s) of \$21,544.50

TERMS AND CONDITIONS: This quote expires at 12:01 AM on 12/31/2019. The premium is an estimate and final premium will be determined from payroll and classification information collected at final audit and/or during the policy year. This is a rate indication and premium is subject to change.

THIS IS NOT A BINDER OF INSURANCE: Company must receive a written request to bind no later than 12:01 AM on the effective date of the coverage for which this quote was created. No back dating is allowed. Requests to bind made telephonically are not valid for binding.

UNDERWRITER COMMENTS & QUOTE CONTINGENCIES

- * Quote is subject to receipt of a signed Acord application.
- * USL&H coverage is not included.
- * Independent Contractors and Subcontractors:
In the event that an insured utilizes subcontracted labor, the insured must furnish satisfactory evidence that the subcontractor has workers compensation insurance in force, covering the work performed for the insured. The following documents may be used to provide satisfactory evidence:
 - . Certificate of insurance for the subcontractor's workers compensation policy
 - . Certificate of exemption (if available in their state - not available in CA)
 - . Copy of the subcontractor's workers compensation policyIn the event any form of this documentation is not available for review or deemed otherwise insufficient, amounts paid to these subcontractors or independent contractors will be included as payroll and utilized in the calculation of final audit premium.

Golden Rain Foundation of Seal Beach

FEIN 95-2146121

Quote ID GOWC016653

Renewal of GOWC913148 for 12/31/2019 to 12/31/2020

California

Classification	Code	Payroll	Base Rate/ Factor	Premium	Net Rate
Effective: 12/31/2019-12/31/2020					
Salespersons-outside	8742	156,064	.68	1,061	0.40
Clerical Office Employees N.O.C.	8810	2,682,359	.50	13,412	0.29
Clubs-country/golf	9060	31,497	6.68	2,104	3.91
Homeowners Associations	9066	5,700,829	6.16	351,171	3.61
Experience Modification	9898		.800	-73,550	
Risk Adjustment				-74,349	
Tot Est Standard Premium 12/31/2019-12/31/2020				219,849	
Premium Discount	0063		3.413	-7,504	
Volunteer Coverage	9960		1.000	3,000	
Minimum Premium \$2,104					
Tot Est Standard Premium for California				215,345	

Policy Totals

Total Estimated Premium for California	215,345
Expense Constant	100
Total Estimated Annual Premium	215,445
CA CA Workers Compensation Administration Revolving Fund 12/31/2019-12/31/2020 1.4479%	3,119
CA CA Workers Compensation Fraud Account Assessment 12/31/2019-12/31/2020 0.2878%	620
CA CIGA Surcharge	0
CA CA Subsequent Injuries Benefits Trust Fund Assessment 12/31/2019-12/31/2020 0.2737%	590
CA CA Uninsured Employers Benefits Trust Fund Assessment 12/31/2019-12/31/2020 0.0831%	179
CA CA Occupational Safety and Health Fund Assessment 12/31/2019-12/31/2020 0.3765%	811
CA CA Labor Enforcement and Compliance Fund 12/31/2019-12/31/2020 0.3431%	739
Total Estimated Cost for GOWC016653	221,503

CALIFORNIA POLICYHOLDER NOTICE

CHANGES TO DEFINITION OF EMPLOYEE

The California Department of Insurance has directed all insurers writing workers' compensation coverage in California to notify its policyholders of the provisions of Senate Bill No. 189 (SB 189), which is new legislation that changes the definition of an "employee" for workers' compensation effective January 1 and July 1, 2018.

Current Law

Current law defines an employee, for purposes of the laws governing workers' compensation, to include, among other persons:

- Officers and members of boards of directors of quasi-public or private corporations while rendering actual service for the corporations for pay, and
- All working members of a partnership or limited liability company receiving wages irrespective of profits from the partnership or limited liability company.

Current law excludes from the definition of employee:

- An officer or member of the board of directors of a quasi-public or private corporation who owns at least 15% of the issued and outstanding stock and executes a written waiver of his or her rights under the laws governing workers' compensation stating under penalty of perjury that he or she is a qualifying officer or director, and
- An individual who is a general partner of a partnership or a managing member of a limited liability company who executes a written waiver of his or her rights under the laws governing workers' compensation stating under the penalty of perjury that he or she is a qualifying general partner or managing member.

Effective January 1, 2018

Effective January 1, 2018, SB 189 makes the following changes to the waiver provisions of Labor Code § 3352 that pertain to an officer or member of the board of directors who owns at least 15% of the issued and outstanding stock of the corporation, or an individual who is a general partner of a partnership or a managing member of a limited liability company, adding:

- A written waiver of workers' compensation coverage that is executed pursuant to Labor Code § 3352(a)(16) and (17), including, but not limited to, a written waiver that was executed prior to January 1, 2017, and accepted by the insurer on or before December 31, 2017, may be deemed to be accepted by the insurer as of January 1, 2017, and remains in effect until there is a written withdrawal by:
 - the officer or member of the board of directors of a corporation,
 - the general partner of a partnership, or
 - the managing member of a limited liability company.

Effective July 1, 2018

Trusts

Effective July 1, 2018, a person holding the power to revoke a trust with respect to shares of a private corporation held in trust, or general partnership or limited liability company interests held in trust, is defined as an “employee” within the meaning of Labor Code § 3351. To the extent such person is deemed an “employee” pursuant to the provisions defining as employees officers and members of boards of directors of quasi-public or private corporations, or working members of a partnership or limited liability company receiving wages irrespective of profits from the partnership or limited liability company, he or she may also elect to be excluded from coverage if the person otherwise meets the criteria for exclusion from coverage described in § 3352.

Officers and Members of Boards of Directors

Effective July 1, 2018, an officer or member of the board of directors that meets the definition of employee in Labor Code § 3351(c) may elect to waive coverage if either (1) he or she owns at least 10% of the issued and outstanding stock, or (2) he or she owns at least 1% of the issued and outstanding stock of the corporation if his or her parent, grandparent, sibling, spouse, or child owns at least 10 percent of the issued and outstanding stock and is covered by a health insurance policy or health care service plan. The officer or member shall execute a written waiver under penalty of perjury that he or she is a qualifying officer or director. The waiver shall be effective upon the date of receipt and acceptance by the corporation’s insurer. The insurer, with the consent of the individual executing the waiver, may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver. The waiver shall remain in effect until the officer or member of the board of directors provides the insurer with a written withdrawal of the waiver.

Sole Shareholders of a Private Corporation

Effective July 1, 2018, an officer or director of a private corporation who is the sole shareholder of the private corporation is excluded from the definition of “employee” but may elect to be subject to liability for workers’ compensation pursuant to Labor Code § 4151(a).

General Partners or Managing Members of a Limited Liability Corporation

Effective July 1, 2018, if an individual who is a general partner of a partnership or a managing member of a limited liability company executes a written waiver of coverage and states under penalty of perjury that the person is a qualifying general partner or managing member, the waiver shall be effective upon the date of receipt and acceptance by the partnership’s or limited liability company’s insurer. The insurer, with the consent of the individual executing the waiver, may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver. The waiver shall remain in effect until the individual provides the insurer with a written withdrawal of the waiver.

Professional Corporations

Effective July 1, 2018, an owner of a professional corporation, as defined in § 13401 of the Corporations Code, who is a practitioner rendering professional services for which the professional corporation is organized, may waive coverage by executing a document, in writing and under penalty of perjury, waiving his or her workers' compensation rights and stating that he or she is covered by a health care service plan or a health insurance policy. The insurer, with the consent of the owner executing the waiver, may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver. The owner must provide a copy of the waiver to all other owners of the corporation and the corporation must keep a copy of the waiver on file. The waiver shall remain in effect until the owner provides the insurer with a written withdrawal of the waiver.

Sole Shareholders of a Private Professional Corporation

Effective July 1, 2018, an owner of a private professional corporation who is the sole shareholder of the private professional corporation is excluded from the definition of "employee" but may elect to be subject to liability for workers' compensation pursuant to Labor Code § 4151(a).

Cooperative Corporations

Effective July 1, 2018, an officer or member of the board of directors of a cooperative corporation organized pursuant to the Cooperative Corporation Law as set forth in the Corporations Code may waive coverage by executing a document, in writing and under penalty of perjury, waiving his or her workers' compensation rights and stating that he or she is covered by a health care service plan or health insurance policy, and a disability insurance policy that is comparable in scope and coverage to a workers' compensation policy. The Insurance Commissioner shall determine whether a disability policy is comparable in scope and coverage to a workers' compensation policy.

The officer or member of the board of directors shall provide a copy of the waiver to all other officers or members of the cooperative corporation and the cooperative corporation shall keep a copy of the waiver on file. The insurer, with the consent of the individual executing the waiver, may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver. The waiver shall remain in effect until the officer or member provides the insurer with a written withdrawal of the waiver.

Miscellaneous

SB 189 also made changes to Labor Code §§ 3364, 3706.5, and 4156 that are unrelated to the definition of employee and accompanying provisions regarding the waiver of workers' compensation coverage.

Questions

If you have any questions concerning this notice, please contact your agent.

FREQUENTLY ASKED QUESTIONS (FAQs)

This FAQ does not constitute legal advice and cannot be relied upon as such. Please consult your attorney for advice regarding your specific situation.

Q: How are limited liability partnerships, limited partnerships, non-profits, and other business structures affected by SB 189?

A. Individuals can review the definition of “employee” under California law as set forth in Labor Code § 3351, and exclusions to the definition of “employee” under Labor Code § 3352, to determine whether they must be covered for workers’ compensation insurance and whether they are eligible to waive workers’ compensation coverage.

Q: Do the provisions that are effective as of July 1, 2018 apply to policies that are already in force?

A. No. Labor Code § 3352(b)(2) states: “a policy or contract that is entered into or renewed in compliance with this section is subject to this section as it read on the date that the policy or contract was entered into or renewed.” Thus, the new provisions apply to all policies incepting or renewing on or after July 1, 2018.

Q: I am an employee of business entity that does not currently carry workers’ compensation insurance, but SB 189 indicates that I am an “employee” for workers’ compensation insurance purposes, and that I may waive coverage. To whom can I send my waiver?

A. The provisions under Labor Code § 3552 require waivers to be received and accepted by an insurer. You may wish to consult with your insurer to determine whether it will accept your waiver form.

Q: I am an officer/director of a quasi-public or private corporation but I own less than the minimum required percentage of issued and outstanding stock as an individual to qualify for a waiver. But I share joint ownership with another individual and our combined ownership meets the ownership requirement for a waiver. May we waive insurance coverage?

A. Both Labor Code § 3352(a)(16)(A) (pre-July 1, 2018) and § 3352(a)(16)(A)(i) (post-July 1, 2018) refer to an officer or member of the board of directors in the singular. Therefore, in accordance with the plain reading of the statute, each person waiving coverage must meet the ownership requirement.

Q: What does the phrase, “rendering actual service for the corporations for pay,” as used in Labor Code § 3351(c) (pre-July 1, 2018) and § 3351(c) (post-July 1, 2018) mean?

A. SB 189 does not provide a definition for this phrase and it is subject to interpretation by a workers’ compensation judge should a case proceed to the Workers’ Compensation Appeals Board.

Q. What does the term “wages” mean as used in Labor Code § 3351(f) (pre-July 1, 2018) and § 3351(f) (post-July 1, 2018)?

A. SB 189 does not provide a definition for this phrase and it is subject to interpretation by a workers’ compensation judge should a case proceed to the Workers’ Compensation Appeals Board.

Please be aware that we cannot provide legal advice concerning how this law will impact any particular individual or any particular circumstance, such as advice regarding whether a person meets the definition of “employee,” or whether someone who is an employee is eligible to waive workers’ compensation coverage.

California Corporate Officers/Directors - Waiver of Coverage

PLEASE READ CAREFULLY

Section 1: Policy Information and Notice to Policyholder

The exclusion will be endorsed to the policy upon our receipt and acceptance of this signed and properly completed form. The person electing exclusion must sign this form. Company representatives may not sign on behalf of the individual officer/director. Submit a separate form for each eligible officer/director.

Box 1: Insured:	
Box 2: Insurer:	
Box 3: Policy Number:	

Section 2: California Waiver of Coverage

Pursuant to California Labor Code Section 3352(a)(16)(A)(i), I hereby certify that I am an officer or director as described in Labor Code section 3351, subdivision (c) of the above-named Insured listed in Box 1 of this form, and that I either (1) own at least ten percent (10%) of the issued and outstanding stock of the above-named Insured corporation, or (2) at least one percent (1%) of the issued and outstanding stock of the corporation if my parent, grandparent, sibling, spouse, or child owns at least ten percent (10%) of the issued and outstanding stock of the corporation and am covered by a health insurance policy or health service plan.

As a qualifying officer or director, I elect to be **excluded** from the Insured's workers' compensation insurance policy with the above-referenced Insurer listed in Box 2. I understand and agree that this written waiver will be effective upon the date of receipt and acceptance by the Insurer, that the insurer may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver, and that it shall remain in effect until I provide the Insurer with a written withdrawal of this waiver. I understand and agree that by signing this waiver, I will not be entitled to coverage under the Insured's workers' compensation policy with the above-referenced Insurer if an employment-related injury occurs.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This waiver of coverage will remain effective for subsequent renewal policies within the Berkshire Hathaway Homestate Companies (BHHC) where the above referenced policy number in Box 3 may change, or the above referenced Insurer may change to one of the following BHHC insurance companies: Berkshire Hathaway Homestate Insurance Company; Cypress Insurance Company; Oak River Insurance Company; or Redwood Fire and Casualty Insurance Company.

Section 3: Employee's Acknowledgement

 Print Officer's/Director's Full Name

 Title

 Signature of Officer/Director

 Date of Signature

Section 4: Options for Submitting Completed Form

By Email: AB2883@bhhc.com

By Fax: (415) 675-2017

By Mail: BHHC, Attn: AB 2883 Compliance; PO Box 881236; San Francisco, CA 94188

California General Partners and LLC Managing Members - Waiver of Coverage

PLEASE READ CAREFULLY

Section 1: Policy Information and Notice to Policyholder

The exclusion will be endorsed to the policy upon our receipt and acceptance of this signed and properly completed form. The person electing exclusion must sign this form. Company representatives may not sign on behalf of the individual general partner/managing member. Submit a separate form for each eligible general partner/managing member.

Box 1: Insured:	
Box 2: Insurer:	
Box 3: Policy Number:	

Section 2: California Waiver of Coverage

Pursuant to California Labor Code Section 3352(a)(17)(A), I hereby certify that I am a general partner (if the insured is a partnership) or managing member (if the insured is a limited liability company) of the above-named Insured listed in Box 1 of this form.

As a qualifying general partner or managing member, I elect to be **excluded** from the Insured's workers' compensation insurance policy with the above-referenced Insurer listed in Box 2. I understand and agree that this written waiver will be effective upon the date of receipt and acceptance by the partnership's or limited liability company's Insurer, that the insurer may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver, and that it shall remain in effect until I provide the Insurer with a written withdrawal of this waiver. I understand and agree that by signing this waiver, I will not be entitled to coverage under the Insured's workers' compensation policy with the above-referenced Insurer if an employment-related injury occurs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This waiver of coverage will remain effective for subsequent renewal policies within the Berkshire Hathaway Homestate Companies (BHHC) where the above referenced policy number in Box 3 may change, or the above referenced Insurer may change to one of the following BHHC insurance companies: Berkshire Hathaway Homestate Insurance Company; Cypress Insurance Company; Oak River Insurance Company; or Redwood Fire and Casualty Insurance Company.

Section 3: Employee's Acknowledgement

Print General Partner's/Managing Member's Full Name	Title
Signature of General Partner/Managing Member	Date of Signature

Section 4: Options for Submitting Completed Form

By Email: AB2883@bhhc.com

By Fax: (415) 675-2017

By Mail: BHHC, Attn: AB 2883 Compliance; PO Box 881236; San Francisco, CA 94188

California Cooperative Corporation Officers/Directors – Waiver of Coverage

PLEASE READ CAREFULLY

Section 1: Policy Information and Notice to Policyholder

The exclusion will be endorsed to the policy upon our receipt and acceptance of this signed and properly completed form. The person electing exclusion must sign this form. Company representatives may not sign on behalf of the individual officer/director. Submit a separate form for each eligible officer/director.

Box 1: Insured:	
Box 2: Insurer:	
Box 3: Policy Number:	

Section 2: California Waiver of Coverage

Pursuant to California Labor Code Section 3352(a)(19)(A)(i), I hereby certify that I am an officer or director of the above-named insured listed in Box 1 of this form, which is a cooperative corporation organized pursuant to the Cooperative Corporations Law, as set forth in Title 1, Division 3, Part 2 of the Corporations Code, that I am covered by a health care service plan or health insurance policy, and that I am covered by a disability insurance policy that is comparable in scope and coverage to a workers' compensation policy.

As a qualifying officer or director, I elect to be excluded from the Insured's workers' compensation insurance policy with the above-referenced Insurer listed in Box 2. I understand and agree that this written waiver will be effective upon the date of receipt and acceptance by the Insurer, that the insurer may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver, and that it shall remain in effect until I provide the Insurer with a written withdrawal of this waiver. I understand and agree that by signing this waiver, I will not be entitled to coverage under the Insured's workers' compensation policy with the above-referenced Insurer if an employment-related injury occurs. I understand that I must provide a copy of this waiver to all other officers and directors of the cooperative corporation, and the cooperative corporation must keep a copy of the waiver on file.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This waiver of coverage will remain effective for subsequent renewal policies within the Berkshire Hathaway Homestate Companies (BHHC) where the above referenced policy number in Box 3 may change, or the above referenced Insurer may change to one of the following BHHC insurance companies: Berkshire Hathaway Homestate Insurance Company; Cypress Insurance Company; Oak River Insurance Company; or Redwood Fire and Casualty Insurance Company.

Section 3: Employee's Acknowledgement

Print Officer's/Director's Full Name

Title

Signature of Officer/Director

Date of Signature

Section 4: Options for Submitting Completed Form

By Email: AB2883@bhhc.com

By Fax: (415) 675-2017

By Mail: BHHC, Attn: AB 2883 Compliance; PO Box 881236; San Francisco, CA 94188

California Professional Corporation Owner – Waiver of Coverage

PLEASE READ CAREFULLY

Section 1: Policy Information and Notice to Policyholder

The exclusion will be endorsed to the policy upon our receipt and acceptance of this signed and properly completed form. The person electing exclusion must sign this form. Company representatives may not sign on behalf of the individual owner. Submit a separate form for each eligible owner.

Box 1: Insured:	
Box 2: Insurer:	
Box 3: Policy Number:	

Section 2: California Waiver of Coverage

Pursuant to California Labor Code Section 3352(a)(18)(A)(i), I hereby certify that I am an owner of the above-named insured listed in Box 1 of this form, which is a professional corporation, as defined in Section 13401 of the Corporations Code, that I am a practitioner rendering professional services for which the professional corporation is organized, and that I am covered by a health insurance policy or health care service plan.

As a qualifying owner, I elect to be excluded from the Insured's workers' compensation insurance policy with the above-referenced Insurer listed in Box 2. I understand and agree that this written waiver will be effective upon the date of receipt and acceptance by the Insurer, that the insurer may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver, and that it shall remain in effect until I provide the Insurer with a written withdrawal of this waiver. I understand and agree that by signing this waiver, I will not be entitled to coverage under the Insured's workers' compensation policy with the above-referenced Insurer if an employment-related injury occurs. I understand that I must provide a copy of this waiver to all other owners of the professional corporation, and the professional corporation must keep a copy of the waiver on file.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This waiver of coverage will remain effective for subsequent renewal policies within the Berkshire Hathaway Homestate Companies (BHHC) where the above referenced policy number in Box 3 may change, or the above referenced Insurer may change to one of the following BHHC insurance companies: Berkshire Hathaway Homestate Insurance Company; Cypress Insurance Company; Oak River Insurance Company; or Redwood Fire and Casualty Insurance Company.

Section 3: Employee's Acknowledgement

Print Owner's Full Name

Title

Signature of Owner

Date of Signature

Section 4: Options for Submitting Completed Form

By Email: AB2883@bhhc.com

By Fax: (415) 675-2017

By Mail: BHHC, Attn: AB 2883 Compliance; PO Box 881236; San Francisco, CA 94188

Policyholder Disclosure

Notice of Terrorism

Insurance Coverage

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Program Reauthorization Act (TRIPRA), as amended in 2015, the definition of act of terrorism has changed. The term “act of terrorism” means any act that is certified by the Secretary of Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States as meeting all of the following requirements: the act is an act of terrorism; the act is violent or dangerous to human life, property or infrastructure; the act resulted in damage within the United States, or outside the United States in the case of the premises of United States missions or certain air carriers or vessels; and the act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. TRIPRA limits our liability to you under this policy by capping annual losses for certified acts of terrorism, as defined above, at \$100,000,000,000 and partially reimbursing such losses up to \$100,000,000,000. The amount of the aggregate industry insured losses determines the reimbursement percentage from the United States Government. The charge for this mandatory coverage for acts of terrorism has been applied to your annual premium and does not include any charges for the portion of losses covered by the United States Government under the Act.

CALIFORNIA DISCLOSURES AND NOTICES

MEDICAL PROVIDER NOTICE: We require that all clients use facilities from within their selected MPN networks. In the event this quote is bound, your client will receive an MPN enrollment packet which will need to be distributed to the insured's employees. Additional detailed MPN information will also be provided.

CALIFORNIA SHORT RATE CALCULATION AND PENALTY SCHEDULE

In accordance with AB 1425, effective January 1, 2012, the following is the explanation of our short rate calculation and the associated penalties.

A short rate penalty applies if you cancel this policy or if we cancel due to non-payment of premium, failure to report payroll, or non-payment of deductible billing. First, the standard premium, defined as the base premium (computed in accordance with Part 1, Section 2, Subsection 3 of the WCIRB's California Basic Underwriting Manual) adjusted for the experience modification factor and all other pricing factors except for premium discount and expense constant, will be multiplied by the quotient of the number of days for which the policy was written divided by the number of days the policy remained in force to produce the full standard premium. Second, the extended number of days will be determined by dividing the number of days the policy was in force by the number of days for which the policy was written and multiplying the quotient by 365 days. When the policy is written for a one-year period, the extended number of days will equal the number of days the policy remained in force. Third, the short rate percentage corresponding to the extended number of days will be obtained from the short rate cancellation table. Fourth, the short rate premium will be equal to the product of the full standard premium times the short rate percentage. The short rate table below will be used in computing the short rate premium. In no event will the final earned premium be less than the policy minimum premium.

Days in Force		Factor	Days in Force		Factor	Days in Force		Factor	Days in Force		Factor	Days in Force		Factor
1	1	0.05	52	54	0.25	125	127	0.45	201	205	0.65	292	296	0.85
2	2	0.06	55	58	0.26	128	131	0.46	206	209	0.66	297	301	0.86
3	4	0.07	59	62	0.27	132	135	0.47	210	215	0.67	302	305	0.87
5	6	0.08	63	65	0.28	136	138	0.48	215	218	0.68	306	310	0.88
7	8	0.09	66	69	0.29	139	142	0.49	219	223	0.69	311	314	0.89
9	10	0.10	70	73	0.30	143	146	0.50	224	228	0.70	315	319	0.90
11	12	0.11	74	76	0.31	147	149	0.51	229	232	0.71	320	323	0.91
13	14	0.12	77	80	0.32	150	155	0.52	233	237	0.72	324	328	0.92
15	16	0.13	81	83	0.33	156	156	0.53	238	241	0.73	329	332	0.93
17	18	0.14	84	87	0.34	157	160	0.54	242	246	0.74	333	337	0.94
19	20	0.15	88	91	0.35	161	164	0.55	247	250	0.75	338	342	0.95
21	22	0.16	92	94	0.36	165	167	0.56	251	255	0.76	343	346	0.96
23	25	0.17	95	98	0.37	168	171	0.57	256	260	0.77	347	351	0.97
26	29	0.18	99	102	0.38	172	175	0.58	261	264	0.78	352	355	0.98
30	32	0.19	103	105	0.39	176	178	0.59	265	269	0.79	356	360	0.99
33	36	0.20	106	109	0.40	179	182	0.60	270	273	0.80	361	365	1.00
37	40	0.21	110	113	0.41	183	187	0.61	274	278	0.81			
41	43	0.22	114	116	0.42	188	191	0.62	279	282	0.82			
44	47	0.23	117	120	0.43	192	196	0.63	283	287	0.83			
48	51	0.24	121	124	0.44	197	200	0.64	288	291	0.84			



What is Pay-As-You-Go

What is BHHC Pay-As-You-Go?

Berkshire Hathaway Homestate Companies (BHHC) Pay-As-You-Go is a billing option for workers compensation policies in which policyholders submit payroll reports each cycle. Then, BHHC calculates and collects premium based on each report via automatically scheduled ACH/EFT transactions.

What are the benefits of BHHC Pay-As-You-Go?

There are many benefits, including:

- No deposit premium (any taxes and fees will be collected upfront via ACH/EFT)
- Efficient and easy to use
- Can facilitate a quicker, more accurate final audit
- No monthly checks to write and no manual payroll entry
- Can help improve cash flows for policyholders with fluctuating payroll

Is every business eligible for BHHC Pay-As-You-Go?

BHHC Pay-As-You-Go is available for all companies, states, and premium sizes – provided the following criteria are met:

- Payroll must be reported by class code within payroll system
- The policyholder must agree to pay premium via automatic/recurring ACH/EFT
- The policyholder must have payroll to report every pay period, therefore seasonal operations might not be eligible
- No USL&H exposure

Will BHHC Pay-As-You-Go affect my premium? Is there an additional cost?

This billing program does not affect premium. However, there may be an annual \$275 reporting fee per policy, charged separately by our payroll-processing partner, SmartPay Solutions, LLC, due at policy inception.

When is the Registration Form due?

The Registration Form is due prior to the policy inception date and bind request for underwriting review.

How do I sign up for Pay-As-You-Go?

- 1 The policyholder must fill out the Registration Form provided by their agent and return it for underwriting review prior to the inception date. Completing this form does not guarantee that coverage will be bound under this program.
- 2 Visit BHHC.com to create a BHHC policyholder portal account or log in If you have an existing account.
- 3 Select the "prospect" policy and click on the "Billing Info/Make A Payment" button.
- 4 Select the "Pay-As-You-Go Customers – Click Here to Complete Registration" link and provide the bank account information that will be used for automatic premium payments.

What are the options if my policy is ineligible for BHHC Pay-As-You-Go?

If the Registration Form and online steps are not completed prior to the policy inception date, then the policy is ineligible for BHHC Pay-As-You-Go. If any of the criteria listed in is not met, then the policy is ineligible for this billing option. The policyholder will be offered another payment plan option, such as installments or (manual) monthly payroll reporting.

What is the "first pay date" on the Registration Form?

This date is the first paycheck date that will occur within the policy term. In some cases the date might be the same as the policy inception date.

Is my payroll company approved for automatic payroll reporting?

Please refer to our list of payroll providers to determine if your payroll company is set up with to automatically report payroll with SmartPay Solutions, LLC. If your provider is not in this list, then you may be required to submit your payroll reports via email.



What is Pay-As-You-Go

How do I submit payroll reports? How often do I submit payroll reports?

Depending on the policyholder's payroll provider, the provider may electronically transmit payroll reports to SmartPay Solutions, LLC or the policyholder will submit a copy of each report via email to payrollreporting@smartpayllc.com after each payroll period.

Payroll reporting due dates align with the policyholder's payroll frequency (e.g. weekly, bi-weekly) and are due by the Tuesday following the paycheck date. Any wages that are paid within the policy term are required to be reported within the policy term.

What constitutes an eligible payroll report?

The policyholder must be able to run the payroll report per payroll period, and it must include the following data:

- Payroll period start and end dates
- Paycheck date
- Subtotals of subject wages per class code and state combination

Subject wages are the chargeable workers compensation wages. This includes the gross wages, and excludes one third of overtime pay, half of double-time pay, Section 125 pay for California, tips, etc.

How often is premium deducted?

Premium payments coincide with payroll schedules, and are automatically scheduled to deduct via ACH/EFT approximately one week after payrolls are reported. The policyholder will receive an email including the amount due and scheduled draft date five business days prior to processing the payment.

Can my business join this program or opt out in the middle of a policy term?

Unfortunately, businesses cannot sign up for Pay-As-You-Go midpolicy term. If a policyholder needs to opt out, BHHC will have to cancel and re-write the policy with another payment plan option.

Will Pay-As-You-Go eliminate the final audit?

Pay-As-You-Go does not eliminate final audits. However, with an accurate, complete, and timely reporting and billing schedule facilitated by the program, final audit premium adjustments may be mitigated.

Can a policy be canceled for non-payment?

Yes, a policy can be canceled for failure to report payroll or pay premium in full. Ultimately, the policyholder is responsible for confirming that both payroll has been reported and premium has been paid in full.

How do I view upcoming premium charges and reported payroll?

The payroll history is available online after logging into your account at BHHC.com. Each payroll report is listed per payroll period and includes the payroll/premium breakdown per class code and state combination.

How do I change/update the bank information for ACH/EFT payments?

The policyholder can change their bank information for the ACH/EFT payments at any point within the policy term through the policyholder portal. Pending payments will not be updated with the bank account changes.

What is required at renewal if I want to stay with the BHHC Pay-As-You-Go program?

The policyholder must register for automatic ACH/EFT payments online for the renewal term, and a \$275 service fee may be applied at the start of each policy term. Additional forms, paperwork, and authorizations are not required, unless there has been a change in the policyholder's billing contact(s), payroll provider, or payroll frequency.

Where do I direct questions?

Please reach out to our Pay-As-You-Go support team at PayGoAdmin@bhhc.com with any questions regarding this billing program or an existing Pay-As-You-Go policy.



Pay-As-You-Go

An additional \$275 fee may apply. This fee will be charged per policy, and separately by our payroll processing partner and is the insured's responsibility.

This form must be submitted to the Underwriter prior to the policy's inception date and bind request.

***If WC report is available in your payroll system, please provide a sample.**

Are class codes assigned to each employee within the payroll system?

Yes No

Quote ID/Policy Code

Named Insured

Insured Billing Contact Name (First, Last)

Insured Billing Contact Email Address

Insured Billing Contact Phone Number

Pay Cycle: How often are employees paid?

Weekly Bi-Weekly (e.g. Alternate Fridays)
Semi-Monthly (e.g., 15th & Last Day)
Monthly

First Pay Date in Policy Term (MM/DD/YY)

Payroll Service Provider

If ADP is the payroll service provider, what platform is used?

ADP Run ADP Workforce Now
Other: _____

If Paychex is the payroll service provider, please provide the Flex ID#.

Flex ID #



RT Workers' Comp Specialty

A Division of International Facilities Insurance Services, Inc. and R-T Specialty, LLC

QUOTE #19359821 E

REQUEST TO BIND - RENEWAL

CARRIER BIND REQUIREMENTS:

- Bind requests must be in writing. **Written bind requests must be received no later than the date prior to the date of inception.** If the bind request is received on or after the date of inception, a no known reported loss letter may be required. **NOTE:** If the date of inception falls on a Holiday, Saturday or Sunday, the carrier will treat the **prior** regular business day as if that was the date of inception.
- **Fully Completed ACORD 130 Application SIGNED by both Insured and Agent.**
- **If this is an MPR quote the name and email address of the insured's billing contact are required at time of binding.**
- Complete Ownership information, i.e., names, included/excluded, percentage of ownership etc.
- A properly executed AB 2883 waiver for each applicable officer/director/partner/owner/managing member that is to be excluded.
- State required rejection forms or letter of rejection (if applicable)

BIND INSTRUCTIONS:

1. Please Email **THIS PAGE** prior to inception to **Adam Hrenko** at **adam.hrenko@rtspecialty.com**. Call **Adam Hrenko** at **(213) 233-1919** with any questions.
2. Send gross **DEPOSIT** of **\$27,602.50** made payable to **Cypress Insurance Company (CA)** by the date of inception:

c/o Berkshire Hathaway Homestate Companies
PO BOX 844501
Los Angeles, CA 90084-4501

Please make sure the insured references their policy number and/or FEIN# at all times, to avoid confusion.

BROKER FEE:

3. Send **broker fee** of **\$4,309.00** made payable to, to **R-T Workers' Comp Specialty, (a division of International Facilities Ins. Services, Inc.)** within five (5) days of inception via mail to our lockbox: **R-T Specialty, LLC**
26289 Network Place
Chicago, IL 60673-1262

THE BROKER FEE IS FULLY EARNED AND NON-REFUNDABLE.

Thank you for doing business with us!

Dear R-T Workers' Comp Specialty,
Please accept this bind order for the following account:

Insured:	Golden Rain Foundation of Seal Beach	
Eff.Dates:	12/31/2019 - 12/31/2020	
Total:	\$225,812.00	
Attn:	Haley Thomas	Agent: D.L.D. Insurance Brokers, Inc.
Commission:	10%	

Dec 10, 2019



RT Workers' Comp Specialty

A Division of International Facilities Insurance Services, Inc. and R-T Specialty, LLC

QUOTE #19359821 E

AUTHORIZED SIGNATURE

NOTE: By requesting this coverage to be bound, Agent agrees to be responsible to R-T Workers' Comp Specialty for any and all deposit premiums that may become due, whether collected or not collected from the insured.

Be advised, this proposal has been prepared based on the information provided by you and your insurance representative(s) in your application. If any of the information provided in the application is incorrect, outdated or otherwise should be changed, please provide the updated information to us. This offer of insurance may be rescinded or revised because of changes in (1) the information from the application, (2) applicable rates, (3) the experience modification factor or (4) other reasons. The changes may be reflected in a revised proposal or when the policy is issued. The final premium will be determined after policy expiration and completion of a payroll verification audit in accordance with the terms and conditions of the policy. Please note that the carrier will ultimately determine applicability of the included/excluded officers. Note: If insured is a Sole Proprietor all Residing Relatives to be excluded must be listed on the ACORD Application . Any policy issued based on information provided in this application will exclude coverage for residing relatives if none are identified in the application.. R-T Workers' Comp Specialty does not guarantee or make any representation in regard to the solvency or financial condition of any underwriting organization with which it places business. It is up to the insured's agent and the insured to determine if the underwriting organization quoted meets the insured's needs.

R-T Workers' Comp Specialty operates as a division of International Facilities Insurance Services, Inc. from its Los Angeles, California offices (CA Lic #0B23543). In all other transactions R-T Workers' Comp Specialty is a division of R-T Specialty, LLC (in California: d/b/a R-T Specialty Insurance Services, LLC License #0G97516).R-T Specialty, LLC , a subsidiary of Ryan Specialty Group, LLC, is a Delaware limited liability company based in Illinois.

SECTION 6 – DLD SUPPLEMENTS

Guide to Am Best Ratings

BACKGROUND: A.M. BEST was incorporated in 1899 and became the first rating agency in the world reporting on the financial condition of insurance companies. The 1996 Property/Casualty (P&C) Edition contains approximately 3,200 companies representing virtually all-significant and active insurance P&C companies operating in the United States. The objective of Best's rating system is to evaluate the factors affecting the overall performance of an insurance company in order to provide an opinion of the company's financial strength, operating performance, competitive market position, and ability to meet its obligations to policyholders currently and in the near future. The procedure includes quantitative evaluations of the company's financial condition and operating performance.

<u>BEST'S RATINGS:</u>	A++, A+	Superior
	A, A-	Excellent
	B++, B+	Very Good

GUIDE TO BEST'S FINANCIAL SIZE CATEGORIES – In \$Millions of Reported Policyholder's Surplus and Conditional Reserve Funds:

Class I	Up to 1	Class VI	25 to 50	Class XI	750 to 1,000
Class II	1 to 2	Class VII	50 to 100	Class XII	1,000 to 1,250
Class III	2 to 5	Class VIII	100 to 250	Class XIII	1,250 to 1,500
Class IV	5 to 10	Class IX	250 to 500	Class XIV	1,500 to 2,000
Class V	10 to 25	Class X	500 to 750	Class XV	2,000 or Greater

DLD Insurance Coverages Disclaimer

D.L.D. Insurance Brokers, Inc. ("DLD") strives to provide our clients with outstanding risk management and insurance services. This Insurance Proposal is the product of our expertise and knowledge, based upon information that you have provided us in addition to input from third parties such as insurance companies, rating agencies and others. DLD does not issue insurance policies, and although we negotiate on your behalf, we do not determine premiums or policy language.

While DLD may provide information regarding insurance products and coverage, due to the unique nature of client assets, exposures and tolerance for risk, DLD cannot guarantee, and does not undertake to recommend, that specific policy limits or lines of coverage are adequate to protect your interests. The limits and coverages selected by you should be appropriate for the size, exposures and nature of your assets, exposures, and tolerance for risk. In addition, a review of limits and coverage should include consideration of your overall assets and exposures that could come into play in the event of a loss. Any information or recommendations provided by DLD, including benchmarking, or coverage options, is provided for general information and for discussion purposes only. Coverage for any particular claim will depend upon the specifics of the policy, the details of the claim, and the application of insurance law, which may be less than certain. Any summaries provided by DLD are for general information only and cannot be relied upon in place of your detailed review of the policy. Please review your quotes, coverage, coverage limits, and policy forms carefully and advise if you feel they are inadequate for your exposure, or if you have any questions or concerns.

DLD is not responsible for any decisions or actions of any insurance company or intermediary, including rating or pricing practices, coverage interpretations, post-policy audits, claims handling, or otherwise. Applicability of coverage may be affected by rulings or interpretations made by courts, regulators, or other governmental entities that are beyond DLD's control or responsibility. Where solvency evaluations or ratings are shown in this proposal, those reflect the opinion of A.M. Best, not DLD, and are subject to changes after the date of presentation.

This Proposal provides a limited summary of the coverage terms being offered to you and does not contain all of the policy terms, conditions, limitations or exclusions that may affect your coverage. Please read the entire policy carefully, including all endorsements. We also recommend that you consider consulting qualified legal counsel regarding your coverage.

DLD seeks to form long-lasting relationships with our clients. Accordingly, our professional team is always available to assist you to better understand your risk management needs and Insurance coverages. If you have any questions or concerns about the language of your policy, please contact us immediately.

DLD'S Compensation Policies

DLD is compensated for its services principally through commissions paid by insurance companies and fees paid by clients. It is also a long-standing practice in the insurance industry for insurance companies, intermediaries, and premium finance companies to compensate insurance agents and brokers based on a variety of factors, including, but not limited to, volume of insurance placed and profitability of those placements. This form of compensation is sometimes referred to as contingent commissions. At the time we place your policy with an insurer we may not know whether a later contingent commission will be earned, or if earned, the amount of any future contingent commission. However, because there is a potential for a contingent commission to be earned in the future from the insurer based in part on the insurance we place for you, we believe it is appropriate to disclose this fact to you. DLD may also derive investment income on funds held for clients and insurers by DLD in a fiduciary capacity; examples of these funds are premiums, return premiums, claim payments or otherwise.

All fees and commissions are fully earned at binding and are non-refundable.

If you have any questions or concerns with regard to our compensation policies, please do not hesitate to contact your DLD Client Team Leader to discuss in further detail.

Upon written authorization from you to bind the coverages presented herein, you are acknowledging and accepting the disclaimers and policies detailed above.

SECTION 7 – ATTACHMENTS

- Acord 130 Application for Signature
- Cypress Deposit MEMO Invoice
- RT Specialty Wholesaler Fee MEMO Invoice

Acord 130 Application for Signature



TBROWN

WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)
12/11/2019

AGENCY NAME AND ADDRESS D.L.D. Insurance Brokers, Inc. 17712 Mitchell North Irvine, CA 92614	License # 0D25325	COMPANY: Cypress Insurance Company
PRODUCER NAME:		UNDERWRITER:
CS REPRESENTATIVE NAME:		APPLICANT NAME: Golden Rain Foundation of Seal Beach
OFFICE PHONE (A/C, No, Ext): (949) 221-1788		OFFICE PHONE: (562) 431-6586 MOBILE PHONE:
MOBILE PHONE:		MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code) Attn: Accounts Payable PO Box 3519 Seal Beach, CA 90740
FAX (A/C, No): (949) 221-1799		YRS IN BUS: 59
E-MAIL ADDRESS: info@dldins.com		SIC:
CODE:		NAICS:
SUB CODE:		WEBSITE ADDRESS: www.lwsb.com
AGENCY CUSTOMER ID: GOLDRAI-01		E-MAIL ADDRESS: leannd@lwsb.com
		SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> TRUST <input type="checkbox"/> UNINCORPORATED ASSOCIATION <input type="checkbox"/>
		PARTNERSHIP <input type="checkbox"/> SUBCHAPTER "S" CORP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> OTHER: <input checked="" type="checkbox"/> Not for Profit Organization
CREDIT BUREAU NAME:		ID NUMBER:
FEDERAL EMPLOYER ID NUMBER		OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER
NCCI RISK ID NUMBER		

STATUS OF SUBMISSION		BILLING / AUDIT INFORMATION	
<input type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	BILLING PLAN	PAYMENT PLAN
<input type="checkbox"/> BOUND (Give date and/or attach copy)		<input type="checkbox"/> AGENCY BILL	<input checked="" type="checkbox"/> Down + 9 Instal
<input type="checkbox"/> ASSIGNED RISK (Attach ACORD 133)		<input checked="" type="checkbox"/> DIRECT BILL	SEMI-ANNUAL
		QUARTERLY	% DOWN: 10.00
		AUDIT	
		<input type="checkbox"/> AT EXPIRATION	<input type="checkbox"/> MONTHLY
		<input type="checkbox"/> SEMI-ANNUAL	<input checked="" type="checkbox"/> Annual
		<input type="checkbox"/> QUARTERLY	

LOCATIONS	
LOC #	HIGHEST FLOOR
1	
STREET, CITY, COUNTY, STATE, ZIP CODE	
13531 St Andrews Drive Seal Beach, CA 90740	

POLICY INFORMATION				
PROPOSED EFF DATE 12/31/2019	PROPOSED EXP DATE 12/31/2020	NORMAL ANNIVERSARY RATING DATE 12/31/2004	PARTICIPATING <input checked="" type="checkbox"/> NON-PARTICIPATING	RETRO PLAN
PART 1 - WORKERS COMPENSATION (States) CA	PART 2 - EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 DISEASE-POLICY LIMIT \$ 1,000,000 DISEASE-EACH EMPLOYEE	PART 3 - OTHER STATES INS All except monopolistic	DEDUCTIBLES (N / A in WI) <input type="checkbox"/> MEDICAL <input type="checkbox"/> INDEMNITY	AMOUNT / % (N / A in WI) OTHER COVERAGES <input type="checkbox"/> U.S.L. & H. <input type="checkbox"/> VOLUNTARY COMP <input type="checkbox"/> FOREIGN COV <input type="checkbox"/> MANAGED CARE OPTION
DIVIDEND PLAN/SAFETY GROUP		ADDITIONAL COMPANY INFORMATION		
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)				

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES		
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$ 0.00	TOTAL MINIMUM PREMIUM ALL STATES \$ 0.00	TOTAL DEPOSIT PREMIUM ALL STATES \$ 0.00

CONTACT INFORMATION				
TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	Eloy Gomez	(562) 431-6586		eloyg@lwsb.com
ACCTNG RECORD	LeAnn Dillman	(562) 431-6586 318		leannd@lwsb.com
CLAIMS INFO	LeAnn Dillman	(562) 431-6586 318		leannd@lwsb.com

INDIVIDUALS INCLUDED / EXCLUDED									
PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/PAYROLL

RATING INFORMATION - STATE: CA

PRIOR CARRIER INFORMATION / LOSS HISTORY

AGENCY CUSTOMER ID: GOLDRAI-01

TBROWN

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						X	LOSS RUN ATTACHED
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE	
2018	CO: Cypress Insurance Co.						
	POL #: GOWC913148						
2017	CO: Cypress Insurance Co.						
	POL #: GOWC809814						
2016	CO: Cypress Insurance Co.						
	POL #: GOWC706764						
2015	CO: Redwood Fire and Casualty						
	POL #: GOWC603583						
2014	CO: Cypress Insurance Co.						
	POL #: GOWC500511						

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

Self-contained retirement community; Foundation acts as the homeowner association for retirement community.

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y / N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	Y
Underground gas/oil storage for minibus; cleaning tank solution - handled by a 3rd party	
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	N
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	Y
Yes; includes Emergency Preparedness Manual. Full-time safety director on staff.	
9. ANY GROUP TRANSPORTATION PROVIDED?	Y
Minibus service provided free to residents. Is operated on insured's premises for transportation of residents within the community and to local community svcs	
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	Y
Approximately 30 volunteers	
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	N
15. ARE ATHLETIC TEAMS SPONSORED?	N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	Y
Physicals are required post-offer/pre-employment for specific positions - See Notes	

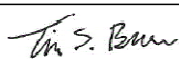
GENERAL INFORMATION (continued)

AGENCY CUSTOMER ID: GOLDRAI-01

TBROWN

EXPLAIN ALL "YES" RESPONSES	Y / N
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED? Anthem Blue Cross Group Medical	Y
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify)	N
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).	N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)			
<p>PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)</p> <p style="text-align: right;">(Applicant's Initials): _____</p>			
<p>Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.</p> <p>Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</p> <p>Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.</p> <p>Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.</p> <p>Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.</p> <p>Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.</p> <p>Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.</p> <p>Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.</p> <p>Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p> <p>Applicable in UT: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>			
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.			
APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)	DATE	PRODUCER'S SIGNATURE 	NATIONAL PRODUCER NUMBER

WORKERS COMPENSATION APPLICATION -
PRIOR CARRIER INFORMATION/LOSS HISTORY SCHEDULE

GOLDRAI-01

TBROWN

PAGE 1

OF 1

YEAR	CARRIER & POLICY NUMBER		ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
2013	CO:	Cypress Insurance Co.					
	POL #:	3300063173131					
	CO:						
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY D.L.D. Insurance Brokers, Inc.		License # 0D25325	NAMED INSURED Golden Rain Foundation of Seal Beach Attn: Accounts Payable PO Box 3519 Seal Beach, CA 90740
POLICY NUMBER TBD			
CARRIER Cypress Insurance Company	NAIC CODE N/A	EFFECTIVE DATE: 12/31/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 130 FORM TITLE: WORKERS COMPENSATION APPLICATION

Line of Business Remark

(16) - Physicals are required post-offer/pre-employment for specific positions (Security Officer and Bus Driver). This program was expanded in 2015 to Building Inspectors and Service Maintenance personnel (Carpenters, Electricians, and General Maintenance). Besides post-offer/pre-employment physicals, insured also has annual physicals for the same positions.

Cypress Deposit MEMO Invoice

Cypress Insurance Company
c/o Berkshire Hathaway
P.O. Box 844501
Los Angeles, CA 90084-4501
Phone: (888) 495-8949

Golden Rain Foundation of Seal Beach
P.O. Box 3519
Seal Beach, CA 90740

INVOICE # n/a		Page 1
ACCOUNT NO.		DATE
GOLDRAI-01		12/11/19
POLICY # TBD		
COMPANY		
GOLDEN RAIN FOUNDATION OF SEAL BEACH		
EFFECTIVE	EXPIRATION	
12/31/19	12/31/20	
AMOUNT PAID	AMOUNT DUE	
\$0.00	\$27,602.50	

Item #	Trans Eff Date	Trn	Description	Amount
--------	----------------	-----	-------------	--------

n/a	12/31/2019	INST	Workers' Compensation Deposit Invoice	
			Due: 12/31/2019	\$16,830.25
			Due: 01/31/2020	\$10,772.25
			Total Invoice Balance:	\$27,602.50

Remit To: **Cypress Insurance Company (CA), c/o Berkshire Hathaway Homestate Companies**
PO Box 844501, Los Angeles, CA 90084-4501

RT Specialty Wholesaler MEMO Invoice

**R-T Workers' Comp Specialty
a division of International
Facilities Insurance Services, Inc.**

R-T Specialty, LLC
26289 Network Place
Chicago, IL 60673-1262
Phone: (312) 784-6001

Golden Rain Foundation of Seal Beach
P.O. Box 3519
Seal Beach, CA 90740

INVOICE # n/a		Page 1
ACCOUNT NO.		DATE
GOLDRAI-01		12/17/19
POLICY # TBD		
COMPANY		
GOLDEN RAIN FOUNDATION OF SEAL BEACH		
EFFECTIVE	EXPIRATION	
12/31/19	12/31/20	
AMOUNT PAID	AMOUNT DUE	
\$0.00	\$4,309	

Item #	Trans Eff Date	Trn	Description	Amount
--------	----------------	-----	-------------	--------

n/a	12/31/2019	FEE	RT Wholesaler Fee	\$4,309
-----	------------	-----	-------------------	---------

Total Invoice Balance: \$4,309

Remit To: **R-T Workers' Comp Specialty c/o R-T Specialty, LLC**
26289 Network Place, Chicago, IL 60673-1262



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: TRUST PROPERTY EXCLUSIVE USE/USERS
DATE: DECEMBER 11, 2019
CC: FILE

The annual leases on the Organizations and Clubs noted below will be expiring on December 31, 2019. The Recreation Committee, at its November 4, 2019 meeting, has duly moved to recommend to the Finance Committee the exclusive use of Trust Property (Exhibit A) by:

- Genealogy Club
- Video Producers Club
- Theater Club
- Historical Society
- Rolling Thunder
- Mutual Eight

Per policy, the Finance Committee has jurisdiction over all income producing leases and at the November 18, 2019 meeting of the Finance Committee, the Committee reviewed the recommendations of the Recreation Committee and duly moved to recommend to the Board, the of leasing of trust Property for exclusive use, at a nominal rate of one dollar (\$1.00) per year, by the following clubs/organizations (agreements attached) for the term of January 1, 2020 to December 31, 2020:

- Genealogy Club, CH3, approximately 543 Square feet
- Video Producers Club, upper amphitheater, approximately (previously used as the Emergency Operations Center) 320 Square feet.
- Theater Club, upper amphitheater, approximately 239 Square feet.
- Historical Society, CH1, approximately 434 Square feet.
- Rolling Thunder, approximately 910 square feet within the area, commonly identified as the 1.8 acres.

I move to approve exclusive use of Trust Property, per the terms and conditions of the attached agreements, and authorize the President to sign the agreements conditioned upon:

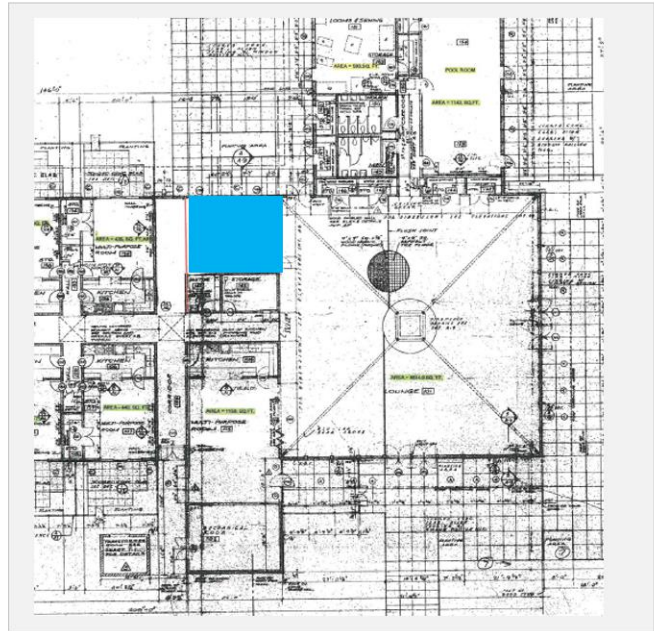
- Club/Organization Boards' approval of the agreement, as provided,
 - Annual lease payment, and
 - Any documentation required under the terms and condition of the agreement.
1. Approximately 543 sq. ft., within CH3, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Genealogy Club, from January 1, 2020, to December 31, 2020.
 2. Exclusive use of approximately 320 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Video Producers Club, from January 1, 2020, to December 31, 2020.
 3. Exclusive use of approximately 239 sq. ft., within the upper amphitheater, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Theater Club, from January 1, 2020, to December 31, 2020.
 4. Exclusive use of approximately 434 sq. ft., within CH1, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by the Historical Society, from January 1, 2020, to December 31, 2020.
 5. Exclusive use of approximately 910 sq. ft., within the 1.8 acres, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by Rolling Thunder, from January 1, 2020, to December 31, 2020.
 6. Exclusive use of approximately 8,800 sq. ft., of exterior Trust Property located adjacent to the North/West perimeter wall off El Dorado, for one dollar (\$1.00) per year, paid in advance, under the terms and conditions per the attached agreement, for use by Mutual Eight, from January 1, 2020, to December 31, 2020.

Exhibit A



GENEALOGY CLUB

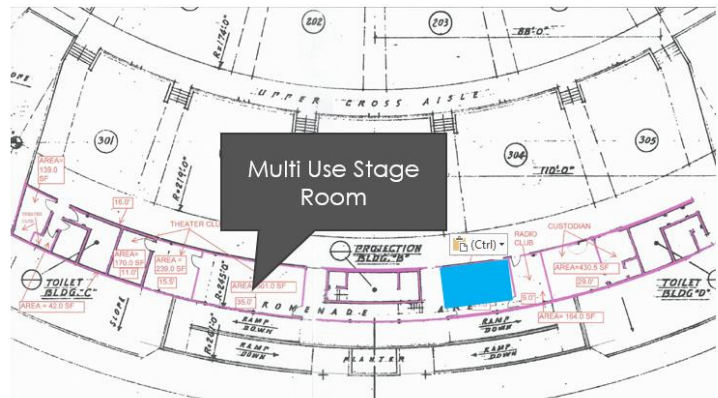
- Clubhouse 3
- 543 Square Feet
- Annual Lease- \$1.00
- Open 3 days per week
- Average monthly attendance 90-100



VIDEO PRODUCERS CLUB

- Upper Amphitheater
- 320 Square Feet
- Annual Lease- \$1.00
- Open per club needs
- Average monthly attendance 30-50

Proposed

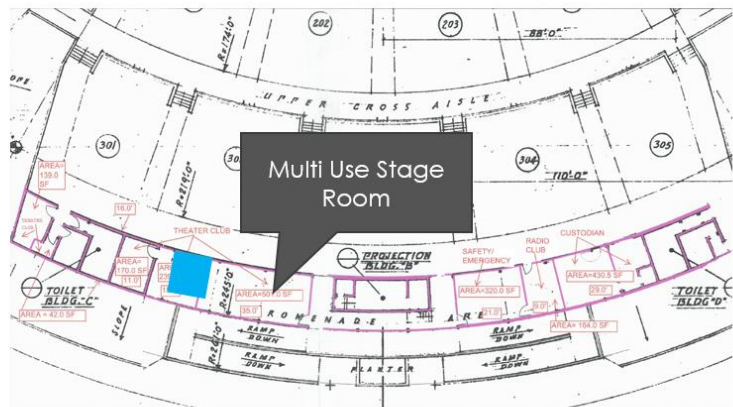




THEATER CLUB

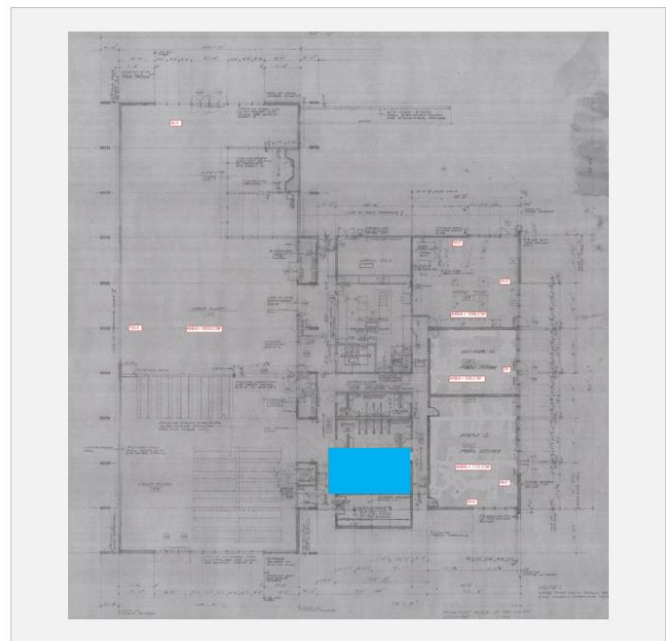
- Upper Amphitheater
- 239 Square Feet
- Annual Lease- \$1.00
- General Club Activities/Prop Storage
- Open per club member needs
- Average monthly attendance 150-200

- Proposed



HISTORICAL SOCIETY

- Clubhouse 1
- 434 Square Feet
- Annual Lease- \$1.00
- General Community Services, archival history of Leisure World, Seal Beach
- Open 2-4pm Thursdays or by appointment
- Average monthly attendance 20-30





ROLLING THUNDER

- 1.8 Acres
- 910 Square Feet
- Annual Lease- \$1.00
- General Club Activities
- Open per club member needs
- Average monthly attendance 150-200



EXTERIOR LOT

- Lease of Trust property building
- Approximately, 8,800 Sq. Ft.
- Annual Lease - \$1.00
- General M8 activities



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LEASE AGREEMENT – GENEALOGY CLUB

No. _____

This lease agreement is made on January 1st, 20____ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Leisure World Genealogy Club (hereinafter referred to as "**CLUB**") who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of room ten (10) in Clubhouse Three (3) building, consisting of 543 square feet, located at 1421 Northwood Road (hereinafter the “Premises”).
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 20____ and shall expire December 31st, 20____. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

CLUB wishes to lease this space for the purposes to provide volunteers to: staff **CLUB’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

CLUB’s use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. CLUB shall have the assigned space open for use at least 5 days a week for 4 hours.
- b. **CLUB** or its members shall not operate as a business_____. (initials)

LEASE AGREEMENT – GENEALOGY CLUB

- c. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)
- d. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- e. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- f. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- g. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- h. **CLUB** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.

5. DISCLAIMER

CLUB agrees, all acts by **CLUB**, are as a fully independent **CLUB** and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.

LEASE AGREEMENT – GENEALOGY CLUB

- c. If **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Manager) has received written notice from **CLUB** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The 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.

8. INDEMNITY & INSURANCE

The **CLUB** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB's** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein will be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

CLUB shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to

LEASE AGREEMENT – GENEALOGY CLUB

terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not be in default of this Agreement if **CLUB** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that **CLUB** perform the provisions of this Agreement or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- c. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **CLUB** is complying with its obligations under the Agreement_____. (Initials)

LEASE AGREEMENT – GENEALOGY CLUB

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

Members are encouraged to open a dialogue with GRF regarding reasonable accommodations where needed, but the cost of any approved accommodations is the responsibility of the requesting member, which should be factored into any decision to enter into this Exclusive Use Agreement. _____. (Initials)

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **CLUB**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES

The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third-party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this

LEASE AGREEMENT – GENEALOGY CLUB

Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

GENEALOGY CLUB

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

LEASE AGREEMENT – VIDEO PRODUCERS CLUB

No. _____

This lease agreement is made on January 1st, 20____ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Video Producers Club (hereinafter referred to as “**CLUB**”) who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of one (1) room located at the upper amphitheater complex (Exhibit A), consisting of approximately 320 square feet, Road (hereinafter the “Premises”).
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 20____ and shall expire December 31st, 20____. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

CLUB wishes to lease this space for the purposes of video production, to provide volunteers to: staff **CLUB’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

CLUB’s use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business_____. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)

LEASE AGREEMENT – VIDEO PRODUCERS CLUB

- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. **CLUB** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.
- h. **CLUB** to be guaranteed, three (3) half day reservations, per week, of the multiuse upper amphitheater stage room; such guarantee is subject to reasonable coordination with the Theater Club. Should a conflict exist, the Recreation Department shall resolve any reservation conflicts.

5. DISCLAIMER

Neither GRF, nor any of its directors, employees or agents assumes any legal liability or responsibility for any video or production, nor do they represent that its use would not infringe privately owned rights. GRF shall not be responsible for ensuring **CLUB's** compliance with any applicable copyright and intellectual property laws. **CLUB** shall be solely responsible for securing any required releases or waivers from persons videotaped, photographed or otherwise recorded (whether audio or visual, or both), including, without limitation, those persons whose images are used for any purpose, as well as for complying with all applicable copyright and intellectual property laws.

CLUB agrees to include the following disclaimer to be displayed at the commencement of each and every video for a continuous sixty (60) seconds, to be displayed in a legible manner on a simple black screen with large, white font:

"The views and opinions expressed in the following production do not reflect those of the Golden Rain Foundation, or its Board of Directors and staff. This video is the sole responsibility of the Video Producers Club and production of the video and its contents were not approved by the Golden Rain Foundation, its Board of Directors and/or staff."

LEASE AGREEMENT – VIDEO PRODUCERS CLUB

Neither the Golden Rain Foundation nor any of its directors, employees or agents assumes any legal liability or responsibility for this video and its contents, nor do they represent that its use would not infringe any privately owned rights.”

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF’s written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.
- c. If **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Manager) has received written notice from **CLUB** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The 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.

8. INDEMNITY & INSURANCE

The **CLUB** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys’ fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB’s** use or misuse (or the Boards’ approval of the

LEASE AGREEMENT – VIDEO PRODUCERS CLUB

use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein will be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

CLUB shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not be in default of this Agreement if **CLUB** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions, and shall demand that **CLUB** perform the provisions of this Agreement, or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.

LEASE AGREEMENT – VIDEO PRODUCERS CLUB

- b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- c. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **CLUB** is complying with its obligations under the Agreement_____. (Initials)

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

Members are encouraged to open a dialogue with GRF regarding reasonable accommodations where needed, but the cost of any approved accommodations is the responsibility of the requesting member, which should be factored into any decision to enter into this Exclusive Use Agreement. _____. (Initials)

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **CLUB**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

LEASE AGREEMENT – VIDEO PRODUCERS CLUB

14. ATTORNEY'S FEES

The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

VIDEO PRODUCERS CLUB

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

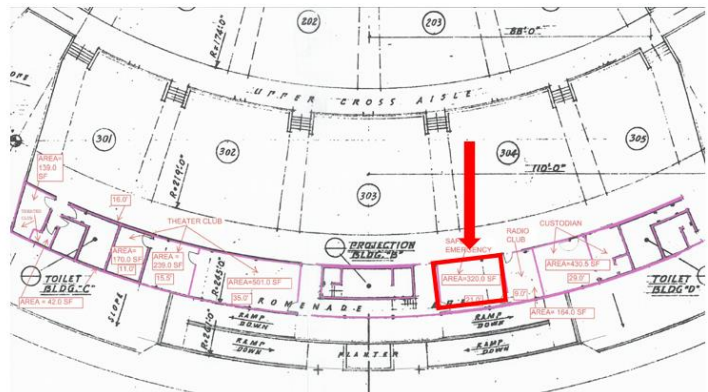
LEASE AGREEMENT – VIDEO PRODUCERS CLUB

Exhibit A



VIDEO PRODUCERS CLUB

- Upper Amphitheater
- 320 Square Feet
- Open per club needs
- Average monthly attendance 30-50



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LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

No. _____

This lease agreement is made on January 1st, 20____ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Leisure World Theater Club (hereinafter referred to as "**CLUB**") who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of one (1) room located at the upper amphitheater complex, consisting of approximately 239 square feet (hereinafter the “Premises”).
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 20____ and shall expire December 31st, 20____. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

CLUB wishes to lease this space for the purposes to provide volunteers to: staff **CLUB’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

CLUB’s use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business_____. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)

LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. **CLUB** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.
- h. **CLUB** to be guaranteed 3 half day reservations, per week, of the multiuse upper amphitheater stage room; such guarantee is subject to reasonable coordination with the Theater Club. Should a conflict exist, the Recreation Department shall resolve any reservation conflicts.

5. DISCLAIMER

CLUB agrees, all acts by **CLUB**, are as a fully independent **CLUB** and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.

LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

- c. If **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Manager) has received written notice from **CLUB** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The 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.

8. INDEMNITY & INSURANCE

The **CLUB** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB's** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein will be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

CLUB shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to

LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not be in default of this Agreement if **CLUB** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions, and shall demand that **CLUB** perform the provisions of this Agreement, or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- c. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **CLUB** is complying with its obligations under the Agreement_____. (Initials)

LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

Members are encouraged to open a dialogue with GRF regarding reasonable accommodations where needed, but the cost of any approved accommodations is the responsibility of the requesting member, which should be factored into any decision to enter into this Exclusive Use Agreement. _____. (Initials)

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **CLUB**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES

The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this

LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

LW THEATER CLUB

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

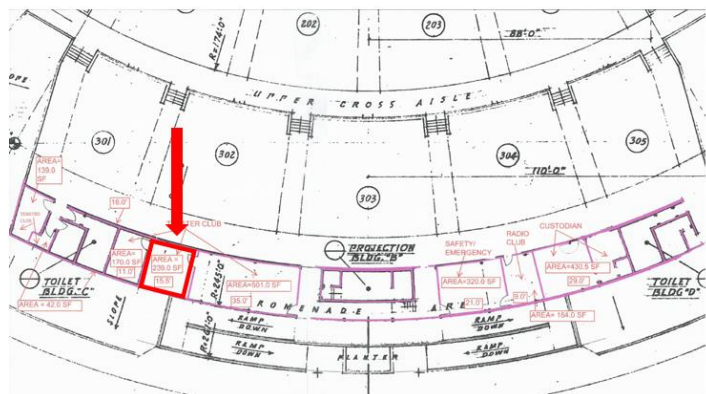
LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

Exhibit A



THEATER CLUB

- Upper Amphitheater
- 239 Square Feet
- Annual Lease- \$1.00
- General Club Activities
- Open per club member needs
- Average monthly attendance 150-200



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LEASE AGREEMENT – LW HISTORICAL SOCIETY

No. _____

This lease agreement is made on January 1st, 20____ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Leisure World Historical Society, a 501(c) 3 educational organization (hereinafter referred to as "**SOCIETY**") who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of room A in Clubhouse One (1) building, consisting of 434 square feet, located at 1880 Golden Rain Road (hereinafter the “Premises”).
- b. **SOCIETY** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **SOCIETY** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 20____ and shall expire December 31st, 20____. GRF and/or **SOCIETY** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

3. ANNUAL RENTAL AND TAXES

SOCIETY shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

SOCIETY wishes to lease this space for the purposes to provide volunteers to: staff **SOCIETY’s** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **SOCIETY**; engage in activities which further the purposes of the **SOCIETY**; and to further the benefits to the shareholder/members.

SOCIETY’s use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **SOCIETY** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)

LEASE AGREEMENT – LW HISTORICAL SOCIETY

- b. **SOCIETY** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- c. **SOCIETY** shall comply with the **SOCIETY's** Bylaws attached to this Agreement and shall include a resolution from the **SOCIETY's** Board of Directors to enter this agreement.
- d. **SOCIETY** shall comply with all of the regulations and rules of **SOCIETY's** use of the Premises including, without limitation, the obligation, at **SOCIETY's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- e. **SOCIETY** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- f. **SOCIETY** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **SOCIETY's** personal property and equipment stored at the Premises.
- g. **SOCIETY** shall procure any and all permits required by law to operate the business of **SOCIETY** at the Premises.

5. DISCLAIMER

SOCIETY agrees, all acts by **SOCIETY**, are as a fully independent corporation and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **SOCIETY**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **SOCIETY** shall be liable for any damage to the Premises resulting from the acts or omissions of **SOCIETY**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **SOCIETY** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **SOCIETY** to remove any alteration that **SOCIETY** has made to the Premises. If GRF so elects, **SOCIETY** at its cost, shall restore the Premises to the original condition.
- c. If **SOCIETY** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business

LEASE AGREEMENT – LW HISTORICAL SOCIETY

days after the GRF Representative (Recreation Manager) has received written notice from **SOCIETY** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The 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.

8. INDEMNITY & INSURANCE

The **SOCIETY** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **SOCIETY's** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **SOCIETY's** use of the Premises.

Any **SOCIETY** activity which may require special insurance not mentioned herein will be maintained by **SOCIETY** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

SOCIETY shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

Any dissolution, merger or consolidation of **SOCIETY** shall be deemed an involuntary assignment and shall constitute a default of **SOCIETY**. GRF shall have the right to

LEASE AGREEMENT – LW HISTORICAL SOCIETY

terminate this Agreement, in which case the lease shall not be treated as an asset of **SOCIETY**.

No interest of **SOCIETY** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **SOCIETY**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **SOCIETY**. If a default cannot reasonably be cured within thirty (30) days, **SOCIETY** shall not be in default of this Agreement if **SOCIETY** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that **SOCIETY** perform the provisions of this Agreement or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **SOCIETY** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **SOCIETY's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to **SOCIETY** shall terminate this Agreement.
- c. GRF, at any time after **SOCIETY** commits a default, can cure the default at **SOCIETY's** cost. If GRF at any time, by reason of **SOCIETY's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **SOCIETY** shall be due immediately from **SOCIETY** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **SOCIETY** is complying with its obligations under the Agreement_____. (Initials)

LEASE AGREEMENT – LW HISTORICAL SOCIETY

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **SOCIETY** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **SOCIETY** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **SOCIETY**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES

The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third-party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no

LEASE AGREEMENT – LW HISTORICAL SOCIETY

single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

LW HISTORICAL SOCIETY

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

LEASE AGREEMENT –CLUB/CORP/CORPORATION

No. _____

This lease agreement is made on January 1st, 20____ (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as “GRF”), and the Rolling Thunder (hereinafter referred to as **CLUB** who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of approximately 910 square feet (concrete pad with awning and fenced storage area, within the section of trust Property commonly referred to as the 1.8 acres (Exhibit A), (hereinafter the “Premises”).
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 20____ and shall expire December 31st, 20____. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

CLUB wishes to lease this space for the purposes of general community services per exhibit B, to provide volunteers to: staff **CLUB** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

CLUB’s use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business_____. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)

LEASE AGREEMENT –CLUB/CORP/CORPORATION

- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. **CLUB** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.
- h. **CLUB** shall procure any and all permits required by law to operate the business of **CLUB** at the Premises.

5. DISCLAIMER

CLUB agrees, all acts by **CLUB**, are as a fully independent club and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB**.

6. MAINTENANCE

GRF shall provide janitorial/cleaning services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.
- c. If **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Director) has received written notice from

LEASE AGREEMENT –CLUB/CORP/CORPORATION

CLUB stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all water for the Premises (no electricity, gas or telephony services are provided at the location). The Premises, and every part thereof, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

The **CLUB** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB's** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein will be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

CLUB shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

LEASE AGREEMENT –CLUB/CORP/CORPORATION

10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not be in default of this Agreement if **CLUB** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that **CLUB** perform the provisions of this Agreement or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- i. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- ii. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- iii. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **CLUB** is complying with its obligations under the Agreement_____. (Initials)

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.

LEASE AGREEMENT –CLUB/CORP/CORPORATION

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

Members are encouraged to open a dialogue with GRF regarding reasonable accommodations where needed, but the cost of any approved accommodations is the responsibility of the requesting member, which should be factored into any decision to enter into this Exclusive Use Agreement. _____. (Initials)

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **CLUB**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES

The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

LEASE AGREEMENT –CLUB/CORP/CORPORATION

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

CLUB/CORPORATION

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB/CORP Bylaws
2. CLUB/CORP Resolution

Exhibit A



ROLLING THUNDER

- 1.8 Acres
- 910 Square Feet
- Annual Lease- \$1.00
- General Club Activities
- Open per club member needs
- Average monthly attendance 150-200



_____. (Initials)

Exhibit B

General scope of services to be provided by Rolling Thunder under this lease agreement.

- Batteries
 - Add water
 - Clean and replace batteries cables
 - Lubrication of cables
 - Provide instructions on battery charging
- Add air to tires
- Minor repairs
 - Change tires, fix flats
 - Install gages and repair flags
 - Install and repair turn signals
 - Install and repair brake lights
 - Install seat belts
 - Replace windshield or repair
 - Install horns
 - Install rear seats or repair
 - Install cart pick-up beds or repair
 - Install rear view mirrors
 - Fix or install covers

_____. (Initials)

LEASE AGREEMENT – MUTUAL EIGHT

No. _____

This agreement is made on January 1st, 20 _____, between GOLDEN RAIN FOUNDATION, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and SEAL BEACH No. MUTUAL Eight, Seal Beach, California 90740, and a California Corporation (hereinafter referred to as "**MUTUAL EIGHT**", who agrees as follows:

1. OPENING CLAUSES

This Agreement is made with reference to the following facts:

- a. The Golden Rain Foundation of Seal Beach is designated in accordance with the Declaration of Trust recorded on July 10, 1962, as the Trustee of all Trust property within the property commonly known as Leisure World of Seal Beach.
- b. Section IV of the Declaration of Trust; states"... Trustee is hereby expressly granted and reserves the right to deal, for the use and benefit of the Cooperatives and their members..."
- c. Section VII of the Declaration of Trust; grants the Board of the Golden Rain Foundation of Seal Beach the "...the further powers to grant, bargain , sell for cash or credit, convey, exchange, convert, lease for terms, either within or beyond the end of the Trust, for any purpose; assign , partition, divide, subdivide, improve, insure, loan, re-loan, invest and reinvest the Trust Estate or any part thereof in such manner and on such terms and conditions as Trustee deems advisable... "
- d. GRF is the owner of the property described as that portion of Tract Map No. 4401 in the City of Seal Beach, County of Orange, and State of California as shown on the highlighted section of Exhibit A and further identified as Lot E on Exhibit B (hereinafter referred to as Trust, property, Lot E).
- e. Under the Bylaws of the Golden Rain Foundation of Seal Beach, the Board shall have the powers to "... To sell, assign, convey, exchange, lease, mortgage, encumber, and transfer upon trust or otherwise dispose of all property, real or personal. ..."
- f. Under the Bylaws of **MUTUAL EIGHT**, Section 2, Powers, Duties and Standard of Care, the Mutual Eight Board "... Each Director shall exercise such powers and otherwise perform such duties in good faith, in the manner such Director believes to be in the best interest of the corporation..."

LEASE AGREEMENT – MUTUAL EIGHT

- g. The Board of **MUTUAL EIGHT**, by resolution at a duly posted meeting, is willing to lease the Trust property, Lot E, from GRF, pursuant to the provisions stated in this Agreement.
- h. **MUTUAL EIGHT** has examined the Trust property, Lot E and fully accepts its present condition.

2. TERM

The term of this lease shall be _____ years commencing January 1st, 20____, and shall expire on December 31st, 20____. GRF shall have the option to review this Agreement annually and renew for additional five (5) year periods. Either party retains the right to Revoke and Terminate this Agreement at any time.

3. ANNUAL RENTAL AND TAXES

GRF grants the use of Trust property, Lot E as noted in Exhibits A and B. **MUTUAL EIGHT** shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

MUTUAL EIGHT shall use the Trust property, Lot E and may install certain improvements on the land upon prior written approval of the GRF.

MUTUAL EIGHT's use of the Trust property, Lot E, as provided in this Agreement, shall be in accordance with the following:

MUTUAL EIGHT shall not do, bring, or keep anything in or about the Trust property, Lot E, that will cause the cancellation of any GRF insurance covering the Trust Property.

MUTUAL EIGHT shall comply with GRF policy and procedures and with all of the requirements concerning the use of the Trust Property, Lot E, including, without limitation, the obligation at **MUTUAL EIGHT's** cost to maintain the alterations or restore the Trust Property, Lot E, in compliance and conformity with all governing documents and laws relating to the condition, use, or occupancy of the Trust Property, Lot E, during the term without GRF's written consent.

LEASE AGREEMENT – MUTUAL EIGHT

5. MAINTENANCE

MUTUAL EIGHT shall provide and pay for all maintenance and repairs of Trust property, Lot E including but not limited to; gardening, landscaping, sprinkler repair, and tree trimming services and maintain Trust property, Lot E, in a condition acceptable to the GRF Board.

GRF will perform routine inspections, no less than four (4) times per year. Any deficiency in the obligation of Mutual Eight to maintain Trust property, Lot E, will be reported in writing to the Mutual Eight Board, with a thirty (30) day notice to cure.

MUTUAL EIGHT shall be liable for any damage to the Trust property, Lot E resulting from the acts or omissions of **MUTUAL EIGHT** or its authorized representatives .

MUTUAL EIGHT shall not make any material alterations to the Trust property, Lot E without GRF's written consent. Any alterations made shall remain on and be surrendered with the Trust property, Lot E on expiration of termination of the term, except that GRF can elect within six (6) months before expiration of the term, to require **MUTUAL EIGHT** to remove any alteration that **MUTUAL EIGHT** has made to the Trust Property.

6. INDEMNITY AND EXCULPATION

GRF shall not be liable to **MUTUAL EIGHT** for any damages to **MUTUAL EIGHT** or **MUTUAL EIGHT's** property from any cause. **MUTUAL EIGHT** waives all claims and indemnifies GRF. **MUTUAL EIGHT** shall indemnify, defend at its sole cost (with counsel selected by GRF) and hold GRF and its employees, agents, representatives, officers, directors, and shareholders harmless from and against any and all claims, demands, actions, liabilities, losses, damages, injuries, costs and expenses (including without limitation, actual attorney's fees and defense costs) arising directly or indirectly out of, or in connection with or related to, this Agreement or in connection with the use and/or maintenance, operation, or condition of Trust property, Lot E, including any and all claims and of Trust property, Lot E, except to the extent any such liability is due to the sole willful misconduct or gross negligence of GRF and/or its employees. This provision to indemnify GRF and its employees, agents, representatives , officers, directors, and shareholders also relates to any and all acts, errors, or omissions, statements or representations made by GRF in the performance and/or non-performance of this Agreement. The obligation of **MUTUAL EIGHT** to indemnify, defend and hold harmless includes but is not limited to the obligation to pay for, on a current bases, all costs of defense of GRF in any action , which costs include but are not limited to the payment of all fees and expenses for legal, expert, accounting or other professional services needed to defend any action brought by any person or entity for which indemnification and defense of GRF is

LEASE AGREEMENT – MUTUAL EIGHT

called hereunder. Notwithstanding any other provision of this Agreement to the contrary, **MUTUAL EIGHT's** obligations under this Section shall survive the expiration and/or termination of this Agreement for any reason whatsoever. Further,

this provision shall not be limited by any applicable insurance coverage available to **MUTUAL EIGHT** or GRF hereunder.

MUTUAL EIGHT will be responsible only for any willful misconduct and gross negligence where such liability is due to the sole conduct of **MUTUAL EIGHT** and/or its Board in the performance of its duties under this Agreement.

7. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by electronic transmission.

8. WAIVER

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

9. ATTORNEY'S FEES

If either party becomes a party to any litigation concerning this Agreement by reason of any act or omission of the other party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable for that party for reasonable attorney fees and court costs incurred by it in the litigation. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover the losing party reasonable attorney fees costs of suit.

10. SIGNATURE AUTHORITY

Signatures below constitutes the majority action of GRF and **MUTUAL EIGHT** Board of Directors at a duly posted meeting.

LEASE AGREEMENT – MUTUAL EIGHT

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

MUTUAL EIGHT

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. CLUB/CORP Bylaws
2. CLUB/CORP Resolution

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE (CM)
SUBJECT: CUSTOM PROGRAMMING FOR MUTUAL SRO REPORTS
DATE: DECEMBER 17, 2019
CC: FILE

The Mutual CFOs have requested to receive a monthly report in Excel that provides the same information as the PDF report currently being provided (SROs by Bill Code) listing all invoiced SROs to the respective Mutuals for the month. An Excel format is requested to provide sorting capabilities to better analyze the report data. Although the existing PDF report can be exported to Excel, the formatting of this export makes it impossible to sort the data.

Outsourced customization by our Dynamics software consultants is required to provide this report in an acceptable Excel format. The estimate for this customization is approximately \$5,000.

At its regularly scheduled meeting on December 9, 2019, the Mutual Administration Committee duly moved and approved the recommendation to the GRF Board to authorize funds, not to exceed \$5,000, for the custom programming necessary to generate the Mutual monthly SRO reports (SROs by Bill Code), pending Finance Committee review.

At its meeting on December 16, 2019, the Finance Committee determined sufficient capital funds are available for this expenditure.

I move to approve Capital funding, not to exceed \$5,000, for custom programming necessary to generate the Mutual monthly SRO reports (SROs by Bill Code), in an Excel sortable format.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE (AH)
SUBJECT: CAPITAL FUNDING REQUEST – BARRETO MICRO TRENCHER, SERVICE MAINTENANCE
DATE: DECEMBER 17, 2019

The Service Maintenance Department has been receiving an abnormal amount of walk light outages due to defective sections of wire in the ground; as a result, it is required to locate, trench, and replace those sections to restore light at the walkways. In order to complete the work more efficiently and avoid workplace injuries, the Service Maintenance Department requests authorization to purchase the Barretto Micro Trencher.

On September 9, 2019, the Mutual Administration Committee moved to recommend the Finance Committee review and determine if Capital funds are available for the purchase of a mini trencher, for the Service Maintenance Department, for a cost not to exceed \$11,557 and recommended the GRF BOD approve the purchase. On September 16, 2019, the Finance Committee determined sufficient Capital funding was available for this purchase.

Upon consultation with the manufacturer, it is deemed appropriate to downgrade from our original purchase request for the 918 model, Mini Trencher, to the 712/18MT model, Micro Trencher. This will allow us to cut cost while still achieving the desired end result.

B & M Lawn and Garden Center - \$9,007.15
Scotsco Inc. - \$9,744.13
Accelerated USA – No Estimate provided

I move to authorize the Executive Director to purchase the Barreto Micro Trencher for the Service Maintenance Department, from B & M Lawn and Garden Center, for a cost of \$9,007.15, plus \$500 for any contingencies, with a total cost not to exceed \$9,507.15, Capital funding.

SPECIFICATIONS: 712MTS/712MTH

Dimensions:	U.S.	Metric:
Weight	400 lbs	181.44 kg
Height	43"	1.09 m
Length	71.25"	1.81 m
Width	30.5"	774.7 mm
Wheel Base	25.25"	641.25 mm

Engine Options*:

Subaru (HP: 5.7)	EX17	EX17
Honda (HP: 5.5)	GX200	GX200
Fuel	Gasoline	Gasoline

Additional Specs:

Hydraulic Reservoir	1.5 gallons	5.68 liters
Ground Drive Forward	148 ft/min	45.11 m/min
Ground Drive Reverse	23 ft/min	7.01 m/min
Digging Chain Speed	200 ft/min	60.96 m/min

*EX17 specs per <http://hdsinamerica.com/specs.aspx?pd=6>
GX200 specs per <http://engines.honda.com/models/model-detail/gx200>



712MTS/712MTH MICRO TRENCHER

DESIGN

The 712MT micro trencher features a unique automatic wheel drive propulsion system. This trencher utilizes a load-sensing hydraulic valve to adjust the trenching wheel speed to the load on the digging chain. When the load on the digging chain increases, the sensing valve sends less oil to the wheel drive motor and the wheel speed will automatically slow down. When the load on the digging chain decreases, the sensing valve sends more oil to the wheel drive motor and the wheel drive speed will automatically increase. This keeps a constant load on the engine, regardless of the depth of cut or differing soil conditions. Not only does this help the trencher run at optimal efficiency, it reduces stress on the components, increasing their longevity.

CONTROLS

The automatic adjustment to the wheel speed eliminates the responsibility on the operator to constantly adjust their wheel speed. Nothing could be easier for the novice user. One control lever operates the wheel drive and one lever operates the chain drive. After engaging the chain drive lever, the operator just engages the wheel drive lever and lets the trencher do the work. When the wheel drive is in forward, the chain drive will not activate, eliminating costly repairs sometimes caused by inexperienced operators.

ROI

Small trenchers can become one of your leading revenue sources. With a unique design that provides limited need for maintenance and repair, the 712MT will keep going out into the field time and again without sitting in the shop waiting for repair.

FEATURES



Simple controls are easy for even the most novice operator



Hydraulic drive motor provides self-propelled trenching



Free wheeling hubs allow the operator to transport without the engine running



Manual lever lowers the boom and locks in one of three positions for trench depth



Load sensing valve automatically adjusts wheel speed to digging conditions

CHAIN OPTIONS



Cup Chain



Double Cup Chain



ComboShark Chain



Welded Shark Chain



Bolted Shark Chain

BOOM OPTIONS

12 or 18" depth
3.5 or 4.5" width

CONTACT US

1-800-525-7348
info@barretomfg.com

BARRETO
www.barretomfg.com

Q U O T A T I O N

PAGE: 1

B & M LAWN AND GARDEN CENTER
2801 E. Miraloma Ave
Anaheim, CA 92806 USA
Phone #: (714)996-5490
Fax #: (714)414-1127

PHONE #: (562)431-6586 Ext: 366
CELL #:
ALT. #:
P.O.#: 718
TERMS: Cash
SALES TYPE: Quote

DATE: 9/18/2019
ORDER #: 1336192
CUSTOMER #: 139971
CP: CarlosG
LOCATION: 1
STATUS: Active

BILL TO 139971

GOLDEN RAIN FOUNDATION
1280 GOLDEN RAIN RD
SEAL BEACH, CA 90740 US

SHIP TO

GOLDEN RAIN FOUNDATION
2601 WESTMINSTER BLVD.
SEAL BEACH, CA 90740 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
BARR E	718MTH-4MS	718Mth 6Hp Micro Trencher 4" Combo Shark Chain	1	\$6,803.00	\$6,122.70	\$6,122.70
BARR	00482	Micro Trencher Bracket	1	\$213.00	\$191.70	\$191.70
BARR E	4X6TBT	TILT BED 4X6 UTILITY TRAILER	1	\$1,951.00	\$1,755.90	\$1,755.90
UM	FREIGHT CHARGE	INBOUND	1	\$289.00	\$289.00	\$289.00

This Quote will be good for 30 Days

SUBTOTAL: \$8,359.30
TAX: \$647.85
ORDER TOTAL: \$9,007.15

Sent: Wednesday, August 28, 2019 1:50 PM
To: Ruben G. Gonzalez <rubeng@lwsb.com>
Subject: Barreto Trencher & Trailer 8-28-19

Ruben,

Below is the price quote on a Barreto 18" wheeled Trencher with trailer. These prices are good for 30 days from the above date.

Both of these units will need to be run through one of our local dealers. Sales tax and freight is not included in the quote and will need to be added.

(1) E718MTH-4MS Barreto wheeled Trencher \$6,803.00 + tax + freight

(1) E4X6TBT Barreto Tilt bed trailer 4x6 \$1,951.00 + tax + freight

Total for both \$8,754.00 + tax + freight

You can send me the PO and I will hand deliver to

B&M Lawn & Garden Center
2801 E Miraloma Ave
Anaheim, CA 92806
714-996-5490

Kind regards;
Todd S. Lawrence
Scotsco, Inc. | Territory Manager
Office: 503-353-0335
Cell: 559-580-5469
tlawrence@scotsco.com

Investment Proposal (Quote)

RDO Equipment Co.
1300 Kona Drive
Rancho Dominguez CA, 90220
Phone: (310) 223-2400 - Fax: (310) 223-2424



WARNING

Warning: Cancer and Reproductive Harm.

For more information go to:
www.P65Warnings.ca.gov

Proposal for:
GOLDEN RAIN FOUNDATION
2601 Westminster Ave.
SEAL BEACH, CA, 90740
ORANGE

Investment Proposal Date:	12/9/2019
Pricing Valid Until:	1/8/2020
Deal Number:	1266900
Customer Account#:	7672001
Account Manager:	Lance Barker
Phone:	(310) 223-2400
Fax:	(310) 223-2424
Email:	LBarker@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	1VR5071P2K1000833 X858360	1	New 2019 VERMEER RTX130 RTX130001 RTX130 W/ 13 HP HONDA ENGINE PULL-TO-START RTX130040 18 X 9.5 - 8 LUG TIRES (QTY 2) 2250SSF04052 4" WELDED SHARK TOOTH CHAIN WITH 24" BOOM Customer Discount :	\$12,890.00 (\$1,890.00)
1	1B9DF1011K2726169 X908410	1	New 2019 BUTLER TS410D TRAILER 3,500 GVWR SINGLE AXLE TILT TRAILER	\$3,850.00
Equipment Subtotal:				\$14,850.00

Purchase Order Totals

Balance:	\$14,850.00
Tax Rate 3: (CAOR 7.75%)	\$1,150.88
Sales Tax Total:	\$1,150.88
CA Tire Fee:	\$3.50
Sub Total:	\$16,004.38
Cash with Order:	\$0.00
Balance Due:	\$16,004.38

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: AMEND 80-5538-1, BUS SAFETY RULES
DATE: DECEMBER 10, 2019
CC: FILE

At its meeting on December 11, 2019, the Security, Bus & Traffic Committee recommended the GRF Board of Directors amend 80-5538-1, Bus Safety Rules.

I move to amend 80-5538-1, Bus Safety Rules, which identifies the type of hand-pulled carts allowed on the buses at the driver's discretion, adds "assistive devices" to the items that must not protrude into the aisle, establishes a prohibition of pets, except for registered service animals on the buses, specifies the rules for transporting pets on the minibuses, for GRF approved pet event days, and affirms the bus drivers' authority.



BUS

Bus Safety Rules

Safety is a major factor in the operation of the minibus service in Leisure World and it is advisable to set forth Rules for the protection of the residents who use the buses.

1. MINIBUS RIDING RULES

For their safety, passengers are required to observe the following rules while riding on the minibuses:

- 1.1. Passengers will remain seated until the bus comes to a complete stop.
- 1.2. Riders will not change seats while the bus is in motion.
- 1.3. Non-collapsible hand-pulled grocery carts are not allowed on the buses only at driver's discretion.
- 1.4. No smoking will be permitted on the buses at any time.
- 1.5. Due to space limitations, passengers are only allowed two grocery bags each.
- 1.6. Canes, and walkers and assistive devices will must be placed between the passengers' legs and ~~will not be allowed to~~ must not protrude into the aisle.
- 1.7. ~~Unnecessary~~ Conversation with the driver not directly related to service is prohibited.
- 1.8. Non-emergency use of cell phones on the buses is prohibited.
- 1.9. Pets, except for registered service animals are forbidden on buses, per GRF 50-1023-1, GRF Pet Ownership Rules.
- 1.10. Pets may be transported on minibuses on GRF-approved pet event days. On approved pet event days, pets must be in a container or cage that has a secure latch. Pets must not be able to extend any body part outside of container or cage. Pet owner will be responsible for carrying the pet container or cage on to and off of the minibus. Drivers will not assist in any way with the loading or unloading of pet containers or cages. Pet owner will be responsible for maintaining the pets' demeanor. Noisy or aggressive pets will not be allowed on to the minibus. Pet owners will be responsible for all cleanup needed.
- ~~1.8.~~ 1.11. Safety rules will be conspicuously posted in each bus



BUS

Bus Safety Rules

2. DRIVERS' RESPONSIBILITIES AUTHORITY

The drivers will be responsible to reasonably en assure that:

2.1. Safety rules are uniformly enforced, ~~to the best of their ability.~~

2.2. If a passenger will not comply with a safety request and the driver operator deems the situation serious, the driver may will stop the bus and call the applicable management authority —Security and Transportation Manager or the Administrator to potentially resolve the problem.

2.3. ~~Safety rules will be conspicuously posted in each bus.~~

Document History

Adopted: 21 Jan 86 Amended: 21 May 02 Amended: 23 Jul 19

Keywords: Bus Minibus
Rules