



Board of Directors

Agenda

Clubhouse Four

Tuesday, May 26, 2020, 10:00 a.m.

Via Live Stream

To view the live GRF Board meeting:

- Go to www.lwsb.com
- Click on the [Live GRF Board meeting](#) tab.
- The tab will be active at 9:45am on the day of the meeting
- The live streaming uses YouTube live and terminates at the close of the meeting

- 1) Call to Order/Pledge of Allegiance
- 2) Roll Call
- 3) President's Comments
 - a) Announcements
- 4) Seal Beach City Council Member's Update
- 5) Health Care Advisory Board Update (pp. 1-14)
- 6) Shareholder/Member Comments
 - a) Written, submitted prior to meeting
 - b) Verbal, via live streaming

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

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

- 7) Consent Calendar
 - a) GRF Board of Directors Minutes, February 25, 2020 (pp. 15-30)
 - b) Accept Month of February-April Financial Statements for Audit (pp. 31-36)
 - c) Review of the Actions of the Essential Emergency Review Committee (pp. 37-38)
- 8) New Business
 - a) General Committee
 - i) Approve CARE Ambulance Contract (Ms. Winkler, pp. 39-50)

- ii) Reserve and Capital Funding Requests - Fitness Center Expansion, Phase I
(Physical Changes and Interior Finishes) (Mrs. Perrotti, pp. 51-56)

9) Board Member Comments

10) Next Meeting/Adjournment

Next regular GRF Board of Directors meeting, Tuesday, **June 23, 10:00 a.m.**, Clubhouse Four.



Your Health Care Center, Your Way.

*Seal Beach Leisure World Health Care Center
May 26, 2020 Update*

01



Serving the Leisure World Community

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

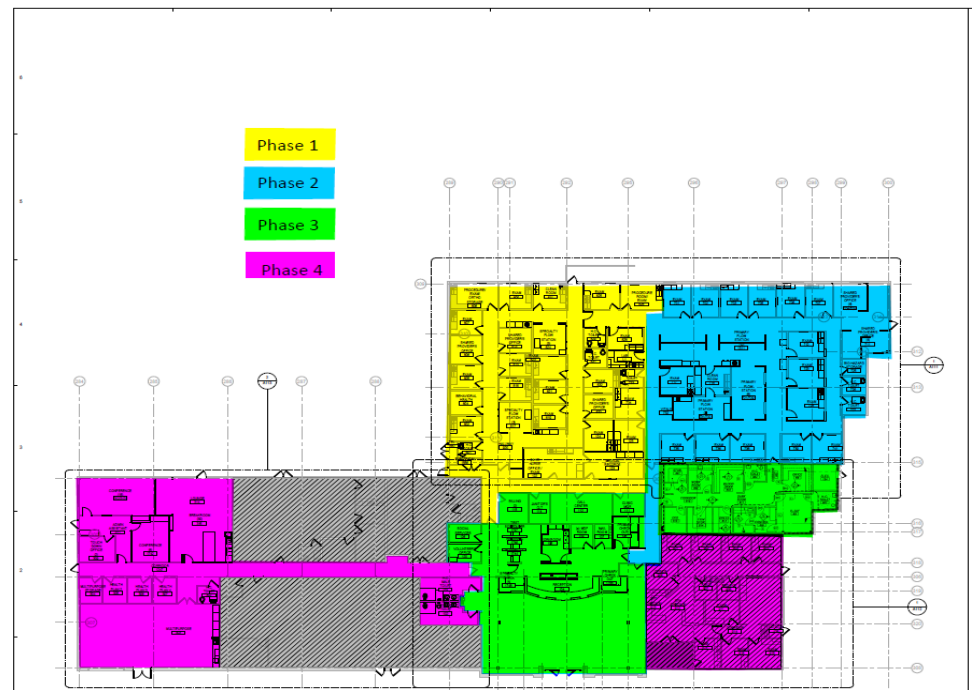
Shaping the Future of your HealthCare and Health Care Center

Guided by collaboration with community health advisory committee



Comprehensive Facility Renovation

- **HCC renovation continues!**
- **Reminder** – the health care center will remain open during construction
- Construction completed in 4 phases
 - February 2020 to August 2020
- Comprehensive communication plan for the community
 - Leisure World Weekly
 - Renderings
 - Before and After Photo Gallery



Construction Timeline Updates

- Phase 1 (Specialty Care) was completed in early April!
- Phase 2 (Primary Care) started April 13th
 - Target completion timeline is late June
- Phase 3 (Lobby & Lab) scheduled to start in July
 - Fish moved to offsite aquarium, return end of phase 3
 - GRF furniture donation in mid-July

For Questions please contact:

Charity Kopp, Practice Manager

Tel: 562-795-6278

Email: Ckopp@optumcaremedical.com

04

*Dates are estimates and may be impacted due to unforeseen construction related circumstances

HCC Lobby / Front Desk



Lobby / Wellness Center / Internet Stations



99

Primary / Specialty Suite



07

Conference Room 1



80

HCC Operations During COVID-19

- Front-door clinic screening process
- LabCorp & Pharmacy available during regular business hours
- Telehealth Offerings:
 - Primary Care, Clinical Social Worker, 24 Hour RN, and most Specialty Care
- Limited in-person Primary and Specialty Care appointments
- Physical Therapy providing limited onsite visits for urgent needs. Begin scheduling June/July appointments
- Practice Manager, Charity Kopp onsite during normal business hours, M-F 8am-5pm

New Podiatrist, Dr. Keith Penera



Keith Penera, DPM
Board Certified
Podiatrist

Highlights

- Specializing in foot and ankle disorders, wound care and fractures
- Medical school: Kent State University College of Podiatric Medicine
- Residency: Long Beach Memorial Medical Center
- Attending teaching physician for the Long Beach Memorial Podiatric Residency
- Assistant Professor in the College of Podiatric Medicine at Western University of Health Sciences

Dr. Penera began providing services at the Health Care Center in March and is currently onsite every Wednesday from 8am-5pm

New Endocrinologist, Dr. Lisa Markman



Lisa Markman, MD

Internal Medicine and Endocrinology
Board Certified

About Dr. Markman

As a medical professional, I enjoy helping my patients improve their quality of life. I strive to deliver a customized approach in order to diagnose and treat my patients effectively.

My clinical interests include thyroid disease, thyroid cancer, diabetes, osteoporosis, pituitary disease, PCOS and adrenal disease.

Highlights

Languages spoken

- English
- Spanish

Medical school

- Ben-Gurion University of the Negev

Internship institute

- SUNY Downstate

Residency institute

- SUNY Downstate

Fellowship institute

- New York University

Professional association

- Endocrine Society
- American Association of Clinical Endocrinologists

Board certification

- Internal Medicine and Endocrinology

Dr. Markman currently providing onsite and virtual visits for Health Care Center patients

What's Coming Next

- Gradual return of onsite patient visits at the Health Care Center beginning sometime in June
- Finalizing a plan to provide COVID-19 testing within the LW community when clinically indicated for Health Care Center patients
- Resident education on video telemedicine visits
- Continuing to explore new specialty care providers
 - Urology – discussions underway to identify a new provider
 - Dermatology to expand schedule after construction phase 2
 - Behavioral Health – exploring options for additional in-person and virtual visits

A Better Future Together!



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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
February 25, 2020**

CALL TO ORDER

Vice President Susan Hopewell 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, February 25, 2020, in Clubhouse Four.

PLEDGE OF ALLEGIANCE

Dawn Januszka, broker of the On-Site Home Sales Office, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, the Corporate Secretary reported that Directors Perrotti, Snowden, Pratt, Gerber, Thompson, Hopewell, Rapp, Fekjar, Doderio, Winkler, Heinrichs, Findlay, Lukoff, Isom, and Massetti were present. The Executive Director and the Director of Finance were also present. Directors Friedman, St. Aubin and Stone were absent.

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

PRESIDENTS COMMENTS

We are very excited with the change in management at our sales office, now known as On-site Home Sales. Broker, Dawn Januszka, brings a fresh and innovative style to buying and selling LW homes. She has created an eye-popping website and uses social media platforms to bring in interested buyers. In a very short time, she has guided the sales offices into the 21st century. In less than 2 months she and her sales team have increased sales and they have more listings than any other office in the area. That is fabulous news for all of us as a portion of their sales comes back to our community. The percentage of sales income plus the monthly lease payment offsets a portion of GRF's overall expenses and helps GRF keep assessments increases low. We all benefit from their success. No other realtor office pays back to this community. Please keep this in mind when you have friends or relatives expressing interest in purchasing or selling.

Now, we have a special announcement. It is an honor to announce that Ronde Winkler, GRF Director from Mutual 10 was recently appointed to the Seal Beach Planning Commission Board. Members of this board play a vital role in planning the future development of Seal Beach. That is a natural fit for Ms. Winkler as she has served many years in the development of our Leisure World community, first on her Mutual 10 Board and for the last six years as a GRF Director. Her

Golden Rain Foundation Board Meeting Minutes, February 25, 2020

GRF experience includes being Treasurer, Vice President and President. She currently chairs our Strategic Planning Ad Hoc Committee which is our “planning commission”. I have no doubt this exceptional experience along with her leadership skills will serve Ms. Winkler well as she tackles this newest challenge. Please join me in congratulating Ms. Winkler.

ANNOUNCEMENTS

The GRF Board met in Executive Session meetings on February 7, 2020 and today, February 25, 2020.

The Vice President announced that GRF Treasurer Ronde Winkler has been appointed to the City Planning Commission.

SERVICE ANNIVERSARIES

Donald Newhall	Recreation	5 years
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EMPLOYEES OF THE MONTH

The GRF Vice President and Chair of the Executive Committee introduced the Employee of the Month for February 2020:

Conrad Giacomazzi	Service Maintenance	February
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SEAL BEACH COUNCIL MEMBER’S REPORT

Seal Beach Council members Sandra Massa-Lavitt provided an update on the proceedings of the Seal Beach City Council meeting.

HEALTH CARE CENTER ADVISORY BOARD UPDATE

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

One member offered comments.

CONSENT AGENDA

The consent agenda included January Board Quorum Committee meeting minutes (Recreation Committee Board Meeting of January); minutes of the January 28, 2020 Board meeting, acceptance of the February 25, 2020 GRF Board Report, acceptance of the Month of January Financial Statements for Audit, and approval of Reserve Funds Investment purchase.

The Consent Calendar was adopted, as presented.

REPORTS

The Chair of the Facilities and Amenities Review (FAR) Ad hoc Committee updated the audience on the Committee's actions; a sub-committee pertaining to the Mini-Farms has been formed and will meet next week.

The Chair of the Management Services Review Ad hoc Committee advised that no meeting was held in February and no further actions were taken.

The Chair of the Strategic Planning Ad hoc Committee advised that the Committee will have a report pertaining to future projects, for the next five years, for review at the June GRF Planning Session.

The Chair of the Website Redesign Ad hoc Committee advised that the Committee met on February 19, 2020 and reviewed three responses to the requests for proposals to upgrade the LWSB.com website. The Committee concurred to request the IT Supervisor follow up on the proposal from Revize Software Systems by seeking feedback from current clients and requesting a demonstration of the system. The Committee intends on making a recommendation to the GRF Board in March.

NEW BUSINESS

Reserve Funding Request – Roof Replacement, Administration Building, Latent Construction Defects

The GRF Board approved the replacement of the Administration Building Roof along with the Amphitheater Building roofs allowing for contingencies in the amount of \$55,513. The contingencies used for this project were included in a chart in the agenda packet. Greenwood's change order #1, Howard Roofing's change order #7, and estimated termite repairs will exceed the contingencies allotted for the project.

When disassembling the HVAC units on the roof of the Administration Building, Greenwood uncovered rusted out plenums, ducting, and electrical repairs needed to reinstall the HVAC units, as indicated in Greenwood change order #1. The Physical Property Department recommends additional Reserve funding, in the amount of \$12,327.

When stripping off the roof of the Administration Building, latent construction defects were uncovered, as well as the need to replace all plywood sheathing, as called out in Howard

Roofing's change order #7, lump some of \$16,227. The Physical Property Department recommends additional funding in the amount of \$16,227.

Ms. Snowden MOVED, seconded by Ms. Fekjar -

TO approve an additional \$37,573, Reserve funding, in contingencies for Roof Project #927-19, resulting in a total of \$93,068 (\$55,513 Board approved funding) of contingencies for the project, and authorize the Physical Property Chair to approve the change orders.

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

The motion was carried unanimously by the Directors present.

Fitness Center Expansion and Enhancement, Design Approval

At the special joint meeting of the Physical Property and Recreation Committees, on February 18, 2020, the Committee reviewed the design concept (Exhibit A) for the expansion and enhancement of the Fitness Center.

The proposed design took into consideration general user feedback, accommodating multi-use of the amenity.

Mrs. Perrotti MOVED, seconded by Ms. Rapp and carried unanimously by the Directors present-

TO conceptually approve the design concept (in the agenda packet as Exhibit A) for the expansion and enhancement of the Fitness Center and authorize the Physical Property, Recreation and Architectural Design Review Committees to take all required actions to finalize all plans and specifications and to fully develop all costs for the proposed project. Upon securing all required costs, request the availability of Reserve and Capital funds from the Finance Committee. With the Finance Committee's determination of available funding, recommend the GRF Board review and approve the design concept.

Pool, Spa and Locker Room Replacement Design Approval

At the special joint meeting of the Physical Property and Recreation Committees on February 18, 2020, the Committees reviewed the design concepts (Exhibits A and B in the agenda packet) for the necessary replacement of the pool, spa and locker rooms, required by the uncovered presence of numerous critical latent construction defects during the demolition phase of the renovation project.

The proposed design takes into consideration general user feedback, accommodating multi-use of the amenity.

Ms. Rapp MOVED, seconded by Mr. Pratt and carried unanimously by the Directors present -

TO approve the design concepts (Exhibit A and B) for the replacement of the Pool, Spa and Lockers Room, required by the uncovered presence of numerous critical latent construction defects and authorize the Physical Property, Recreation and Architectural Design Review Committees to take all required actions under a budget, as approved by the Board, to complete the replacement of the Pool, Spa and Locker Rooms, as quickly as reasonably possible.

Executive Committee

GRF Healthcare Benefits Renewal

The annual review of the Foundation's employee group benefit contracts has been completed from April 1, 2020, through March 31, 2021. The information was provided by the Foundation's insurance broker, Burnham Benefits. The cost to the Foundation, services provided to our employees, plan design, customer service of each carrier, and the access to care were considered.

The health insurance market has continued to see low double-digit increases, up to 12%, as assumed in the 2020 approved budget.

Medical Insurance

Our incumbent carrier, Anthem Blue Cross, gave us an initial renewal quote for the 2020-2021 plan year with a 12% increase in rates for our current plans. GRF staff and broker requested the best renewal possible with an outcome overall increase to 9.4% with a \$30,000 premium credit to be applied to April 2020 invoice.

Beginning with our 2016 plan year, the Foundation elected a Kaiser plan with modifications to the copays to mitigate premium increases, including a \$500 copay for hospitalization. GRF chose to

offset the additional out-of-pocket expenses to employees by establishing a fund to reimburse the first \$500 for any employee or covered dependent.

Dental, Life, Long Term Disability (LTD), Accidental Death & Dismemberment (AD&D) and Employee Assistance Program (EAP)

The renewal from Guardian for Dental, Life, LTD, AD&D, and the EAP coverage has provided GRF with a rate-pass (no change) for both the PPO and HMO coverage since our 2018-2019 plan years and an additional rate pass for 2020-2021 plan year. We also received quotes from other carriers such as Anthem Blue Cross to band the dental, vision, and medical plans with a single carrier. Anthem Blue Cross quoted a rate for decrease of 1.9% (\$316) for the managed dental plan and 7.3% (\$1,740) decrease to the PPO plan, however, the network of dental providers for this plan would require many of our employees to change dental providers to retain coverage, causing a service disruption to many of our employees.

Vision Insurance

Guardian's renewal proposal for VSP Vision coverage with identical coverage as our current plan was quoted at a rate-pass (no change) for the premium. Anthem Blue Cross (EyeMed) offered a proposed similar plan with a 15% (\$2,201) decrease for one year; however, this could cause a disruption of service to our employees.

Employee Paid Insurances

The renewal of the basic life insurance from the Guardian also allows the renewal of the voluntary life coverage offered to employees. The renewal offers identical coverage as our expiring Plans with a rate-pass in the premium. This coverage is 100% paid by the employee. The voluntary plan will also eliminate the benefit reduction at age 65.

Accident Insurance, which pays specified amounts for claims such as hospital admission, fractures, etc., and Critical Illness Insurance, which pays specified amounts if a covered person is diagnosed with specific serious conditions such as cancer, stroke, or a heart attack. Both of these plans also offer a Wellness Benefit, which pays \$50 for each wellness test or exam the covered person has during the year.

The renewal of the pet insurance with VPI Pet offers the same coverage as our current Plan. This coverage is 100% paid by our employees.

Renewing these additional voluntary plans allows GRF to add to its benefits package at no cost to the Foundation.

Flexible Spending Account

This is an account that allows employees to make a contribution on a pre-tax basis to be used to pay for Health Care or Dependent Care (daycare) expenses depending on the type of account.

In 2020, employees can contribute up to \$2,750 for Health Care expenses, and up to \$5,000 for Dependent Day Care expenses annually based on the IRS guidelines.

This benefit was first offered to GRF employees for the 2017 benefit year and we have 13 employees contributing to the plan.

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It is the recommendation of the Executive Director and the Human Resources Director that:

- The current Medical Plans be renewed with Anthem Blue Cross,
- The Dental HMO, PPO, VSP Vision, Life, Long Term Disability, AD&D, and the Employee Assistance Plans be renewed with Guardian;
- The employee paid Voluntary Life Plan to be renewed with Guardian;
- The employee paid Voluntary Accident and Critical Illness Plans to be renewed; and
- The employee paid Pet Insurance Plan to be renewed with VPI Pet.
- The Foundation continues the Flexible Spending Account benefit for its eligible employees.
- The Foundation continues to set aside \$500 per employee per plan year to reimburse any employee for the first \$500 of hospitalization costs they incur for themselves or a covered dependent to offset the employees' out of pocket costs.
- The Foundation continues to offer a Section 125 Premium Only Plan to reduce the payroll tax liabilities for GRF and its employees.

Based on the current employee/employer premium sharing split on the Medical, Dental, and Vision Plans and the 100% employer premium on the Life, AD&D, LTD, and Employee Assistance Program Plans, there are sufficient funds in the 2020 Budget to accommodate the recommended Plans.

Ms. Gerber MOVED, seconded by Ms. Snowden-

TO approve the renewal of the following GRF employee benefit plans for the plan year beginning April 1, 2020, and ending March 31, 2021: Anthem Blue Cross Medical Low and High HMO Plans, Guardian Dental HMO and PPO Plans, Guardian VSP Vision Plan, Guardian Basic Life and AD&D Insurance Plan, Guardian Long Term Disability Plan, Guardian Accident and Critical Illness Plan, Guardian Employee Assistance Plan, and Guardian Voluntary Life Plan.

Two Directors spoke on the motion.

The motion was carried unanimously by the Directors present.

Capital Funding Request – Administration Building, Vacant Office Repurpose

With the consistent need for privacy and the lack of small meeting space, it is suggested that the vacant office of second floor Administration Building be remodeled to accomplish the following:

- Provide additional office space for Human Resources to use for new hire orientation,

interviews, employment center

- Provide additional private meeting space for Mutual Administration and Administrative Building staff.

In order to update the office space, the following items have been priced by IT and will need to be purchased and installed: Dell OptiPlex 9020, Apple TV 4K, Logitech KB/M, TV Mount and three office chairs.

At its meeting on February 14, 2020, the Finance Committee reviewed funding for the project and determined Capital funding is available.

Ms. Winkler MOVED, seconded by Ms. Gerber and carried unanimously by the Directors present-

TO approve the office rehabilitation expenses for technology purchases and office furniture for the repurposing of the vacant office on the second floor of the Administration Building, Capital Funding, not to exceed \$2,000.

Appoint Inspector for Elections for GRF and Mutual Elections

Governing Document 30-5025-3, Election Procedures, states that the Executive Committee (EC) "will recommend that the Board appoint the election services company as its Inspector(s) of Election."

At its meeting on September 26, 2017, the Golden Rain Foundation (GRF) Board unanimously awarded a contract to Accurate Voting Services to perform the general election services for the GRF and Mutual corporations for years 2018, 2019 and 2020.

At its meeting on February 14, 2019, the EC unanimously voted to recommend the Board appoint Accurate Voting Services as the Inspectors of Election.

Ms. Rapp MOVED, seconded by Ms. Heinrichs-

TO appoint Accurate Voting Services as the Inspectors of Election.

Four Directors and the Executive Director spoke on the motion.

The motion was approved unanimously by the Directors present.

Finance Committee

Approve Reserve Study Proposal

For the past three years, the Golden Rain Foundation (GRF) has used the services of Association Reserves for completing a reserve study. For the budget year 2021, a site-visit reserve study is required to be completed, in accordance with California Civil Code 5550. It is the practice of GRF to have two no-site visit updates for the next two years following the site-visit update. Reserve study reports are prepared in the year preceding the budget year to which it pertains.

At the regularly scheduled meeting of the Finance Committee on February 14, 2020, the Committee passed a motion to recommend to the GRF Board the acceptance of the Loyalty Update Plan pricing, as presented in the proposal submitted by Association Reserves, for the preparation of a reserve study update with site visit, for the budget year 2021, followed by two updates with no site visits for budget years 2022 and 2023 (Exhibit A in the agenda packet).

Ms. Winkler MOVED, seconded by Mr. Doderio and carried unanimously by the Directors present-

TO accept the Loyalty Plan pricing, as presented in the proposal submitted by Association Reserves, Exhibit A, for the preparation of a reserve study update with site visit for the budget year 2021, followed by two updates with no site visits for budget years 2022 and 2023, totaling \$9,600 per year, to be charged to each respective year's operating budget.

Physical Property Committee

Reserve Funding Request – Pool/Golf Course Project

The Golden Rain Foundation Board approved improvements and upgrades to the Pool and Golf Course Building at its August 27, 2019 meeting, as described below. During the demo process, many deficiencies were discovered (see attached Exhibit B).

Golden Rain Foundation Board Meeting Minutes, August 27, 2019, TO approve Capital/Reserve Funding in the amount not to exceed a total of \$750,000 based on the scope of work called out in Exhibit A (in the agenda packet), current Reserve funding is \$555,065, Capital funding needed would be \$194,935, and authorize the President sign any contracts and the Executive Director make the needed purchases for the Renovations of the Swimming Pool and area. One Director and the Executive Director spoke on the motion. The motion was carried unanimously by the Directors present.

Golden Rain Foundation Board Meeting Minutes, November 26, 2019, Ms. Rapp MOVED, seconded by Mrs. Perrotti 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

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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

As evident by Exhibit B, 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. The additional cost to proceed with this project are described in Exhibit A.

At its meeting on February 5, 2020, the Physical Property Committee (PPC) reviewed the costs associated with the deficiencies uncovered during the demo process and the direction on how to proceed. The PPC unanimously resolved to recommend the Board approve additional Reserve Funding, in an amount not to exceed \$750,000, to replace both pools, equipment and rooms, refurbish the locker rooms, as needed, and replace all needed utilities as called out in Exhibit A (in the agenda packet), pending review by the Finance Committee (FC).

At its meeting on February 14, 2020, the FC reviewed this request and determined Reserve funding is available.

Ms. Heinrichs MOVED, seconded by Ms. Fekjar and carried unanimously by the Directors present-

TO approve additional Reserve funding, not to exceed \$750,000, to replace both pools, equipment and rooms, refurbish the locker rooms, as needed, and replace all needed utilities as called out in Exhibit A, and authorize the President sign the required contracts for the project.

Capital Funding Request – Clubhouse Three, Knowledge and Learning Center, Rooms Nine and Ten

It has been requested by the Recreation Committee to obtain costs to modify Trust Property amenities located at Clubhouse Three, Rooms nine and ten, to accommodate various types of educational classes. The Physical Property Department collaborated with IT Services and the Library Departments to collectively obtain costs for this project. The costs are broken down into Room Nine and Room Ten, respectively (Exhibit A in the agenda packet).

At its meeting on February 5, 2020, the Physical Property Committee (PPC) review the costs associated with the project and resolved to recommend the GRF Board approve Capital Funding, in an amount not to exceed \$315,000.

At its meeting on February 14, 2020 the Finance Committee reviewed funding for the project and determined Capital funding is available.

Ms. Snowden MOVED, seconded by Mrs. Perrotti-

TO approve Capital Funding, in an amount not to exceed \$315,000, for the upgrades and betterments for the Knowledge and Learning Center at Clubhouse Three: Room Nine, for the purpose of creating a Knowledge and Learning Center, based on the scope of work presented (Exhibit A), including contingencies for assistive listening devices and unforeseen items, for a total cost not to exceed \$110,000, and Room Ten, for the purpose of creating a Knowledge and Learning Center, based on the scope of work presented (Exhibit A), including contingencies for assistive listening devices and unforeseen items, for a total cost not to exceed \$205,000, and to authorize the President sign the contracts and the Physical Property Chairperson authorize any contingency funds.

Five Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Capital Funding Request – 1.8 Acres, Electrical and Lighting Addition

The Physical Property Committee (PPC) requested staff provide cost to bring in electrical, lighting and video surveillance to the area known as 1.8 acres.

Two quotes were received to install a 400-amp electric panel, seven new light poles and fixtures, as well as conduits for future video surveillance, to the 1.8 area. Both quotes exclude permit fees, drawings and engineering. The bids received are as follows:

- Schlick Services \$39,677
- Jim Bergin Electric \$42,999

At its regularly scheduled meeting on February 5, 2020, the PPC reviewed the bidder's quotes and the scope of work for the project. The Committee unanimously resolved to recommend the GRF Board award a contract to Schlick Services to install a 400-amp electric panel at the 1.8 area with seven new light poles and fixtures including conduit for video surveillance and adding \$4,000 in contingencies for permits and any unforeseen needs, for a total cost not to exceed \$43,677, Capital Funding, pending Finance Committee review.

Ms. Isom MOVED, seconded by Mr. Dodero-

TO award a contract to Schlick Services to install a 400-amp electric panel at the 1.8 area with seven new light poles and fixtures including

conduit for video surveillance and adding \$4,000 in contingencies for permits and any unforeseen needs, for a total cost not to exceed \$43,677, Capital funding, and to authorize the President sign the contracts and Physical Property Chairperson authorize any contingency funds.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Operating Funding Request – Fire Protection Services Contract

The fire protection service for Trust Property will require action in March 2020. The Physical Property Department sent out a request for proposal (RFP) for this service to fourteen vendors; six bids were received for a three-year contract and are as follows: National Fire Protection, \$15,246.00, All American Fire Systems, \$24,192.00, Cintas Fire Protection, \$30,862.75, Bay Alarm, \$35,640.00, VFS Fire & Security Service, 42,005.00, and Western States Fire Protection, \$42,050.00.

The current cost for this service with All American Fire Systems is \$20,670, for the previous three year term.

The Physical Property Committee, at its regularly scheduled meeting on February 5, 2020, reviewed the bids and considered the companies bidding. The Committee unanimously resolved to recommend the Board award a three year contract to National Fire Protection, to service and maintain Trust Property fire protection equipment, for a three-year period, at a total cost of \$15,246.

Mr. Massetti MOVED, seconded by Ms. Rapp-

TO award a contract to National Fire Protection to service and maintain Trust Property fire protection equipment, for a three-year period, at a total cost of \$15,246, Operating funding, and authorize the President to sign the contract.

Two Directors and the Facilities Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Reserve Funding Request – Painting Projects – Clubhouse Four, Service Maintenance and the Library

The exterior of Clubhouse Four and the Service Maintenance buildings, as well as the interiors of the Library and Friends of the Library buildings, are scheduled for painting. The Physical Properties Department requested proposals for the work, and they are as follows: Hutton Painting \$62,600 and Certa Pro Painters \$32,750.

A 5% contingency is requested for the project (\$1,638).

At its meeting on February 5, 2020, the Physical Property Committee (PPC) reviewed the costs associated with the project and resolved to recommend the GRF Board approve the exterior painting of Clubhouse Four and the Service Maintenance buildings and interior painting of the Library and Friends of the Library buildings, including a 5% contingency, for a total cost not to exceed \$34,388, Reserve Funding.

Note: \$34,700 is included in the 2020 Reserve Study for these areas.

Mr. Dodero MOVED, seconded by Mrs. Perrotti-

TO award a contract to Certa Pro Painters, for the exterior painting of Clubhouse Four and the Service Maintenance buildings, as well as the interior painting of the Library and Friends of the Library buildings, for a total cost not to exceed \$34,388, including a 5% contingency (\$1,638), Reserve funding, and authorize the President sign the contract and Physical Property Chairperson authorize any contingency funds.

Two Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Capital Funding Request – Main Gate Improvements (Exit Area, Break Room and Kitchen Area)

It has been requested to make modifications at the Security Main Gate offices (Exhibit A). The Service Maintenance Department provided the material cost to make improvements at the break room, kitchen area and exit office, estimated not to exceed \$17,440.

Mr. Pratt MOVED, seconded by Ms. Fekjar-

TO approve improvements at the Security Main Gate (break room, kitchen area and exit office), to be carried out by the Service

Maintenance Department as called out in Exhibit A, for a cost not to exceed \$17,440, Capital funding, and authorize the Executive Director to issue the work order.

Five Directors and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Reserve Funding Request – Clubhouse Four, Replace Flooring, Lapidary Room

During the refurbishment of the Lapidary Room in Clubhouse Four it was discovered the flooring is beyond repair.

The cost was obtained by the Physical Property Department to replace the floor with the same type of flooring VCT (Vinyl Composition Tile), and is as follows: Cornerstone Flooring, \$8,684, Best Flooring, no bid, and Stoneway, no bid.

At its meeting on February 5, 2020, the Physical Property Committee (PPC) reviewed the costs for this replacement and the time constraints involved with the club activities and resolved to recommend the GRF Board approve the replacement of flooring, in the Lapidary Room of Clubhouse Four, for a cost not to exceed \$10,000, Reserve funding, pending review by the Finance Committee.

At its meeting on February 14, 2020, the Finance Committee reviewed funding for the project and determined Reserve funds are available.

Ms. Findlay MOVED, seconded by Ms. Snowden-

TO award a contract to Cornerstone Flooring, to replace the flooring in the Lapidary Room of Clubhouse Four, for a cost not to exceed \$8,684, and add contingencies of \$1,316, for a total project cost not to exceed \$10,000, Reserve funding, and to authorize the President to sign the contracts and Physical Property Chairperson authorize any contingency funds.

One Director, the Facilities Director and the Executive Director spoke on the motion.

The motion was carried unanimously by the Directors present.

Reserve Funding Request – Administration Building, Replacement of HVAC, Unit One

During the roof removal process at the Administration Building, one additional rooftop A/C heating unit was identified as being beyond repair (unit #1) and the unit should be replaced during the

roofing project.

Note: A/C Heating unit #5 is already scheduled for replacement within the approved roofing project.

Funding in the amount of \$75,000 has been allocated in the Reserve Study for all HVAC systems in 2020 (Exhibit A in the agenda packet); as of this date, \$0 have been used. The GRF contractor of record is Greenwood Heating & Air. They have quoted a cost of \$4,200 to replace unit #1 (Exhibit B in the agenda packet).

At its meeting on February 5, 2020, the Physical Property Committee (PPC) unanimously resolved to recommend the GRF Board approve the replacement of HVAC unit #1, by Greenwood Heating & Air, for a total cost not to exceed \$4,200, Reserve funding, and authorize the Executive Director initiate the request to avoid delaying the roofing project.

Mr. Lukoff MOVED, seconded by Mr. Massetti and carried unanimously by the Directors present

TO approve the replacement of the rooftop HVAC, unit #1, at the Administration Building, for a cost not to exceed \$4,200, Reserve funding, and authorize the Executive Director to initiate the request and authorize the President to approve the agreement.

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 suggests holding a Town Hall meeting after the March Board of Directors monthly meeting to discuss the pool and fitness center.

BOARD MEMBER COMMENTS

Fifteen Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned was at 11:47 a.m.

Susan Hopewell
Vice President
dfb 02.25.20

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: CAROLYN MILLER, DIRECTOR OF FINANCE
SUBJECT: ACCEPTANCE OF THE APRIL 2020 FINANCIAL STATEMENTS
DATE: MAY 26, 2020
CC: FILE

As the Finance Committee did not hold a regular meeting in April 2020, in accordance with 40-5115-3 and all applicable sections of the civil code 5500, staff submits the April 2020 financial statements for audit.

I move that the GRF Board of Directors accept the April 2020 financial statements for audit.

Financial Recap – April 2020

As of the four-month period ended April 2020, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$139,901.

Major variances are:

Wages, Taxes & Benefits	340,129	Favorable: Wages \$236K; P/R Taxes \$31K; Workers' Comp \$21K; Group Ins \$52K
Temporary Agency Fees	(162,115)	Unfavorable: Temporary help for key positions.
Supplies	24,437	Favorable: Timing of expenditures for later months
Utilities	32,745	Favorable: Electricity \$19K; Gas \$7K
Interest Income	(32,912)	Unfavorable: YTD interest allocated to reserves higher than budgeted. Variance is due to timing.
News Advertising	(27,892)	Unfavorable: Less demand for display ads
SRO Labor Cost Recovery	(61,341)	Unfavorable: Less billable hours due to assignment of GRF projects.

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$11,031,576	\$2,404,628	\$8,626,948	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$2,642,637	\$990,079	\$1,652,558	8

Total year-to-date approved unbudgeted operating expenses are \$16,488.

P.O. Box 2069
Seal Beach CA 90740

Description			
	Current Assets:		
	Cash & cash equivalents	330,724	
1122000	Non-Restricted Funds	75,247	
	Receivables	634,931	
	Prepaid expenses	317,124	
	Inventory of maintenance supplies	489,915	

	Total Current Assets		1,847,941
	Designated deposits		
1211000	Contingency Operating Fund	700,000	
	Reserve Fund	11,031,576	
1212500	Capital Improvement Fund-GRF	2,642,637	

	Total designated deposits		14,374,213
	Notes Receivable		
1411000	Notes Receivable	45,810	

	Total Notes Receivable		45,810
	Fixed Assets		
	Land, Building, Furniture & Equipment	37,868,501	
	Less: Accumulated Dep'n	(23,662,627)	

	Net Fixed Assets		14,205,874
	Other Assets		-----
	Total Assets		30,473,839
			=====

P.O. Box 2069
Seal Beach CA 90740

Description			
Liabilities & Equity			
Current Liabilities:			
	Accounts payable	333,173	
	Project Commitments	863,971	
	Prepaid Deposits	10,775	
	Accrued payroll & payroll taxes	558,211	
	Unearned Income	82,329	
	Accrued expenses	158,866	
2139000	Accrued Legal Settlement	550,000	
	Accrued property taxes	26,926	

	Total Current Liabilities	2,584,252	
	Total Liabilities		2,584,252
Equity			
Mutuals' Beneficial Interest			
3211000	Contingency Operating Reserve Equity	700,000	
3212000	Reserve Equity	10,245,020	
3394000	Capital Fund Equity	2,564,065	
3310000	Beneficial Interest in Trust	13,627,247	

	Total Mutuals' Beneficial Interest		27,136,332
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	(232,888)	
3910000	Excess Income / (Expense) Prior Year	(103,139)	

	Total Excess Income		(336,028)
3920000	Dep'n & Amortization		(5,168,869)
	Net Stockholders' Equity		27,889,587

	Total Liabilities & Stockholders' Equity		30,473,839
		=====	

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended April 30, 2020

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2019	700,000	10,526,625	2,477,743	28,151	13,732,519
Funded: Assessments		433,336			433,336
Funded: Amenities Fees collected (149)		310,407	310,407		620,815
Funded: M17 Lease Fees collected (19)		4,655	4,655		9,310
Funded: Interest on Funds		81,214	15,884		97,097
Progress Payments on CIP					-
Expenditures		(306,661)	(166,052)		(472,713)
Commitments		(18,000)			(18,000)
Transfers to/from Funds	-			-	-
Interest Income Allocation					-
Net Monthly Activity				47,096	47,096
Balance 04/30/2020	700,000	11,031,576	2,642,637	75,247	14,449,460
Net Activity	-	504,951	164,894	47,096	716,941

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended April 30, 2020

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	405,971	118,771	287,200
Current Assets	16,222,154	15,857,594	364,560
Current Liabilities	2,584,252	2,527,405	56,847
Current Ratio	6.28	6.27	
Designated Deposits:	14,374,213	14,246,732	127,481
Reserve Fund			
Liability & Disaster Insurance Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance	%
Income	1,428,259	1,406,380	21,879	1.56
Expense	1,326,072	1,425,631	99,559	6.98
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	102,187	(19,251)	121,438	
Year To Date	Actual	Budget	Variance	%
Income	5,794,791	5,610,253	184,538	3.29
Expense	5,680,102	5,635,465	(44,637)	(0.79)
Net Materials Recovery(Pass Thru)	0	0	0	
Excess Income or (Expense)	114,689	(25,212)	139,901	

Full Time Equivalents		
For the Month	Average YTD	Planned - 2020
129.70	148.34	170.50



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: REVIEW OF ESSENTIAL EMERGENCY REVIEW COMMITTEE ACTIONS
DATE: MAY 13, 2020
CC: FILE

At the April 3, 2020 meeting of the Golden Rain Foundation Board of Directors, the Board approved the formation of the Emergency Essential Response Committee (EERC), consisting of the four (4) Board Officers and the applicable Committee Chair until such time as open meetings may commence but not to exceed June 1, 2020, and to grant to the EERC authority by documented majority vote, to approve for non-budgeted operating expenses not to exceed a total of \$100,000 and capital expenditures up to a total of \$50,000, for the sole purpose of business continuation and the execution of essential operational tasks and/or tasks which have previously been in committee which are deemed in the best general interest of the community during the COVID-19 crisis. The Committee's mandate will also include authority to executive budgeted contracts or contracts exceeding the approved budget by no greater than 15% of the budgeted amount to continue essential functions or whereby delaying the contract would increase operating expenses.

04.15.20, Operating Funding Request – Pest and Termite Services for Trust Property

MOVED and duly approved to award a contract to Fenn Termite & Pest Control to service and maintain Trust Property pest and termite services, for a three-year period, at a total cost of \$43,655, Operating funds and authorize the President sign the contract.

04.15.20, Operating Funding Request – Sewer Cleaning Service Contracts

MOVED and duly approved to award a contract to Empire Pipe Cleaning to service and maintain Trust Property sewer cleaning, for a three-year period, at a total cost of \$107,031, Operating funds, and authorize the President sign the contract.

04.15.20, Capital Funding Request – Clubhouse Three, Tinting Installation

MOVED and duly approved to approve the installation of new tinting on all the sliding glass doors at Clubhouse Three, by Custom Glass, in an amount not to exceed \$5,000, Capital funding, and to authorize the President sign the contract.

04.15.20, Capital Funding Request – Microsoft Dynamics: Phase II Development

MOVED and duly approved to authorize Capital fund expenditure, not to exceed \$10,000, for developing enhancements described as Phase II Development.

05.01.20, Capital Funding Request – Stock Transfer Office, Electric Locking System

MOVED and duly approved a work order with Spectrum Security Group (Los Al Lock) to install an electronic locking system at the Stock Transfer Office, for a total cost not to exceed \$2,850, including a \$300 contingency, Capital funding, and authorize the Executive Director to issue the work order.

05.01.20, Capital Funding Request – Tecnavia Standard Packet Service

MOVED and duly approved the proposed service provided by Tecnavia, E-Pub Technology, for the LW Weekly, Operating funding of \$899 for a one time set up fee, and \$5113 annually, Operating funding.

05.01.20, Amphitheater Loft Location

CONCURRED to refer to the Recreation Committee for review and/or action.

05.11.20, Capital Funding Request - Live Streaming Clubhouse Four Meetings

MOVED and duly approved the TM Audio/Video proposal to install an AV streaming system for Clubhouse Four, in the amount of \$14,850, Capital funding, and authorize the President to sign any applicable contracts.

05.11.20, Capital Funding Request - HVAC Redesign, Clubhouse Six

MOVED and duly approved to award a contract to SPEC Engineering to redesign the HVAC systems at Clubhouse Six, per modifications made at the Fitness Center, for a cost not to exceed \$9,800 including \$1,200 contingency, Capital funding, and authorize the President sign the required contract.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: CARE AMBULANCE, EXCLUSIVE USE OF TRUST PROPERTY AGREEMENT
DATE: MAY 20, 2020
CC: FILE

The Golden Rain Foundation (GRF) is the owner (In Trust) of the premises which consists of real property located at 1661 Golden Rain Road, Building E, Seal Beach, California, 90740, commonly identified as Clubhouse Six (CH6).

The primary use of the property, identified as CH6, is a general use amenity for the members of GRF and further contains an approximate 709 square foot, two (2) bedroom apartment (CH6 Apartment) on the first floor, which has been generally used for accommodation of ambulance service support staff for community rapid response (Exhibit A).

Under Article VII, Section A, of the Trust, which states:

“...TRUSTEE shall have, in addition to all powers, rights and privileged provided by law for trustees, and all powers necessary to carry out the duties herein imposed on TRUSTEE, the further powers to grant, bargain, sell for cash or credit, convey exchange, lease for terms, either within or beyond the end of the trust, for any purpose...the Trust Estate or any part thereof in such a manner and such terms and conditions as the TRUSTEE deems advisable. In all such cases TRUSTEE shall have the sole discretion respecting such transactions...”

CARE has entered into a new five (5) year agreement (June 1, 2020 through May 31, 2025) with Orange County to provide Basic Life Support and Ambulance Response and Transportation Services, exclusive within operational area A (which includes the area commonly identified as Leisure World, Seal Beach).

Per Article VII, Section A of the Trust, the GRF Board has the sole authority over the use of Trust Property. Further, the GRF Board must act in a manner which represents the mutual benefit of all members of GRF. As such, the Board, in its authority, has deemed the best mutual use of the area identified as the CH6 Apartment.

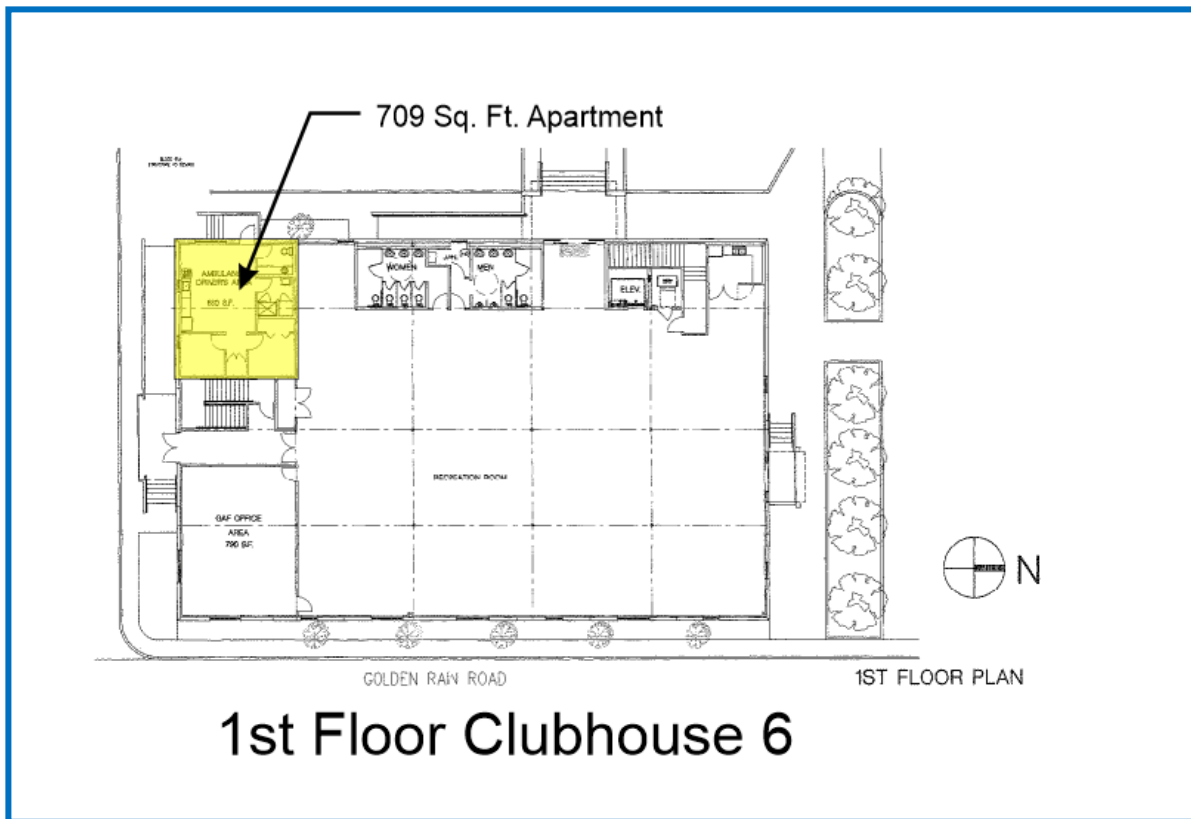
A lease agreement (attached) is recommended between GRF and CARE for the exclusive use of Trust Property identified as the CH6 Apartment, for the following general terms.

- Term, five (5) years, June 1, 2020 through May 31, 2025
- Lease fee as follows:

Term	Monthly
June 1, 2020 to May 31, 2021	\$2,500
June,1, 2021 to May 31, 2022	\$2,750
June,1, 2022 to May 31, 2023	\$3,025
June,1, 2023 to May 31, 2024	\$3,328
June,1, 2024 to May 31, 2025	\$3,660

I move to approve an agreement between the Golden Rain Foundation and CARE, a California Corporation, for the **limited** use of Trust Property identified as the CH6 Apartment, per terms and conditions of the attached agreement, and authorize the President to sign the lease conditioned upon CARE's submission of all documents required under the agreement.

Exhibit A



LEASE AGREEMENT – CARE CORPORATION

This lease agreement is made on May 26, 2020 (“Agreement”), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Non-profit Mutual Benefit Corporation (hereinafter referred to as “GRF”), and Care Ambulance Service (hereinafter referred to as “CARE”), who agrees as follows:

1. RECITALS

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

- a. GRF is the Trustee of the Premises which consists of Trust Property area commonly identified as Clubhouse 6, 1661 Golden Rain Road, Seal Beach CA, 90740 (hereinafter the “Premises”).
- b. **CARE** is willing to lease the approximately -square feet within the Premises, (1st floor, 2-bedroom apartment) including two (2) dedicated Ambulance parking spaces adjacent to the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CARE** has examined the Premises and fully accepts its present condition.

2. TERM

- a. Initial Term: The term of this lease shall be sixty (60) months, commencing June 1, 2020 and shall expire May 31, 2025. GRF and/or **CARE** may terminate the Agreement at any time upon thirty (30) days’ advance written notice.
- b. Renewal Term: To invoke the option for a Renewal Term, CARE shall notify GRF of its intent to extend the Agreement, in writing, pursuant to the notice provisions contained in the agreement at least one hundred-eighty (180) days prior to the expiration of the Initial Term. Additional Renewal Terms may only be affected by the written agreement of both parties.

3. ANNUAL RENTAL AND TAXES

CARE shall pay to GRF a lease fee as follows:

Term	Monthly
June 1, 2020 to May 31, 2021	\$2,500
June,1, 2021 to May 31, 2022	\$2,750
June,1, 2022 to May 31, 2023	\$3,025
June,1, 2023 to May 31, 2024	\$3,328
June,1, 2024 to May 31, 2025	\$3,660

payable on or before the first day each month and is subject to late fees of twelve percent (12%) of the balance due as additional rent if not paid within ten (10) days after the due date.

LEASE AGREEMENT – CARE CORPORATION

Rent shall be mailed to:

Golden Rain Foundation
Attn: Cashier
PO Box 2069
Seal Beach, CA 90740

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

4. USAGE

CARE wishes to lease this space for the purposes of providing quick response to the community as well as the surrounding area.

- a. Use of the assigned room within Premises is for the sole purpose of providing general living accommodations.
- b. On duty CARE staff, may use GRF amenities within Clubhouse 6 (Fitness and Ping Pong) subject to applicable GRF policies in the use of the amenities.
- c. GRF will provide four (4) onsite parking passes for the use of CARE on duty personal. Due to limited number of parking stalls, parking shall be restricted to the transit lot located at Clubhouse 4 and as identified below.
 - i. Cost to replace a pass is fifty (\$50)
- d. All CARE staff in operation of personal vehicles upon Trust Property must comply with all posted traffic control devices and are subject to all applicable GRF Policies.

Approved CARE on duty personal parking locations



CARE use of the Premises as provided in this Agreement shall be in accordance with the following:

LEASE AGREEMENT – CARE CORPORATION

- e. **CARE** and each of its employees, guests and invitees shall comply with GRF policies and procedures at all times _____. (initials)
- f. **CARE** 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.
- g. **CARE** shall comply with all of the regulations and rules of **CARE** use of the Premises including, without limitation, the obligation, at **CARE** 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.
- h. **CARE** 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.
- i. **CARE** 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 **CARE** personal property and equipment stored at the Premises.
- j. **CARE** shall procure any and all permits required by law to operate the business of **CARE** at the Premises.

5. DISCLAIMER

CARE agrees, all acts by **CARE**, are as a fully independent contractor. **CARE** 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 **CARE**.

6. INDEPENDENT CONTRACTOR

CARE shall operate as an independent contractor, maintaining its own corporation as a distinct and separate entity from GRF. **CARE** acknowledges and agrees that all acts by **CARE** are as a fully independent corporation and that it has no ties, obligations and/or working relationship with GRF independent of this Agreement. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of **CARE** or its personnel. Further, **CARE** acknowledges and agrees that its employees, staff and agents shall have no authority to enter into contracts on behalf of GRF or to create obligation on the part of GRF.

7. MAINTENANCE

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

LEASE AGREEMENT – CARE CORPORATION

- a. **CARE** shall be liable for any damage to the Premises resulting from the acts or omissions of **CARE**, its employees, guests or any of its authorized representatives_____. (Initials)
- b. **CARE** 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 **CARE** to remove any alteration that **CARE** has made to the Premises. If GRF so elects, **CARE** at its cost, shall restore the Premises to the original condition.
- c. If **CARE** 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 has received written notice from **CARE** 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.
- d. GRF will inspect the premises at least once annually or as requested with seventy (72) hours' notice, any deficiencies noted, will be issued to CARE with a general notice of thirty (30) days to cure.
- e. GRF reserves the right to enter the Premises at any time upon an emergency as defined as (fire, flood, natural disaster, emergency repairs to facilitate Premises operation)

8. 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.

9. INDEMNITY & INSURANCE

- a. Indemnity: The **CARE**, on behalf of their, 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 **CARE** 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 **CARE** use of the Premises.

LEASE AGREEMENT – CARE CORPORATION

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

- b. Insurance: **CARE**, at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement, general liability insurance against any and all claims for injuries to persons or damages to property occurring in, upon or about the Premises, as well as for all damages related to medical malpractice or malpractice of any other kind. GRF shall be named as an additional insured on **CARE's** general liability policy or policies and shall provide a certificate of insurance to GRF upon execution of this Agreement. **CARE's** policies, as required herein, shall not be canceled, including without limitation, for nonpayment of premium, or materially amended without thirty (30) days' prior written notice to GRF. Said insurance shall at all times be in an amount of not less than twenty-five (\$25) million with respect to damage to property. **CARE** shall also maintain workers' compensation insurance in statutory form.

10. ASSIGNMENT

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

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

11. DEFAULT

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

- 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 **CARE**. If a default cannot reasonably be cured within thirty (30) days, **CARE** shall not be in default of this Agreement if **CARE** commences to cure the

LEASE AGREEMENT – CARE CORPORATION

default within the thirty (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 **CARE** 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 **CARE** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- d. GRF may terminate this lease and **CARE** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- e. No act by GRF other than giving notice to **CARE** shall terminate this Agreement.
- f. GRF, at any time after **CARE** commits a default, can cure the default at **CARE** cost. If GRF at any time, by reason of **CARE** default, pays any sum or does any act that requires the payment of any sum, the sum paid by GRF shall be due immediately from **CARE** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 12 percent (12%) per annum from the date the sum is paid.

12. 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 **CARE** is complying with its obligations under the Agreement_____. (Initials)

13. 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 7 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.

LEASE AGREEMENT – CARE CORPORATION

14. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **CARE** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CARE** 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 **CARE**.

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.

15. 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.

16. 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 – CARE CORPORATION

GOLDEN RAIN FOUNDATION

President (*signature*)

Print

Date

Mailing Address

CARE CORPORATION

(*signature*)

Print

Date

Billing/Mailing Address

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+Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: RESERVE AND CAPITAL FUNDING REQUESTS - FITNESS CENTER EXPANSION, PHASE I (PHYSICAL CHANGES AND INTERIOR FINISHES)
DATE: MAY 19, 2020
CC: FILE

The Physical Property Department was tasked to obtain costs for the upgrades and betterments of the Fitness Center in Clubhouse Six (Exhibit A).

Fitness Center Consultant Report

Following a brief discussion, Mrs. Perrotti MOTIONED, seconded by Ms. Snowden and carried unanimously by the Committee members present-

TO recommend the GRF Board conceptually approve the proposed design concept for the expansion and enhancement of the Fitness Center, and authorize the Physical Property, Recreation, and Architectural Design Review Committees to take all required actions to finalize all plans and specifications and to fully develop all costs for the proposed project and forward a request to the Finance Committee to determine if funding is available. Upon securing funding bring the completed project plan back to the GRF Board for final approval.

Staff researched costs for the scope of work called out, as follows:

Capital Funding		
Move Equipment In/Out	\$	4,500
Audio/Visual Equipment	\$	25,000
Installation of Door and Store Front Glass	\$	29,250
Wall Mural Graphics	\$	2,000
Contingencies	\$	20,000
Total Capital Funds	\$	80,750

Reserve Funding	
Paint	\$ 5,850
Demo/Reconstruction of Walls	\$ 40,000
Flooring	\$ 81,150
Flooring Contingency	\$ 8,150
Total Reserve Funds	\$ 135,150

I move to approve the upgrades and betterments to the Fitness Center at Clubhouse Six, as presented in Exhibit A, Capital Funding, in the amount of \$80,750, and Reserve Funding, in the amount of \$135,150, for a total project cost not to exceed \$215,900 and to authorize the President sign the applicable contracts.

EXHIBIT A

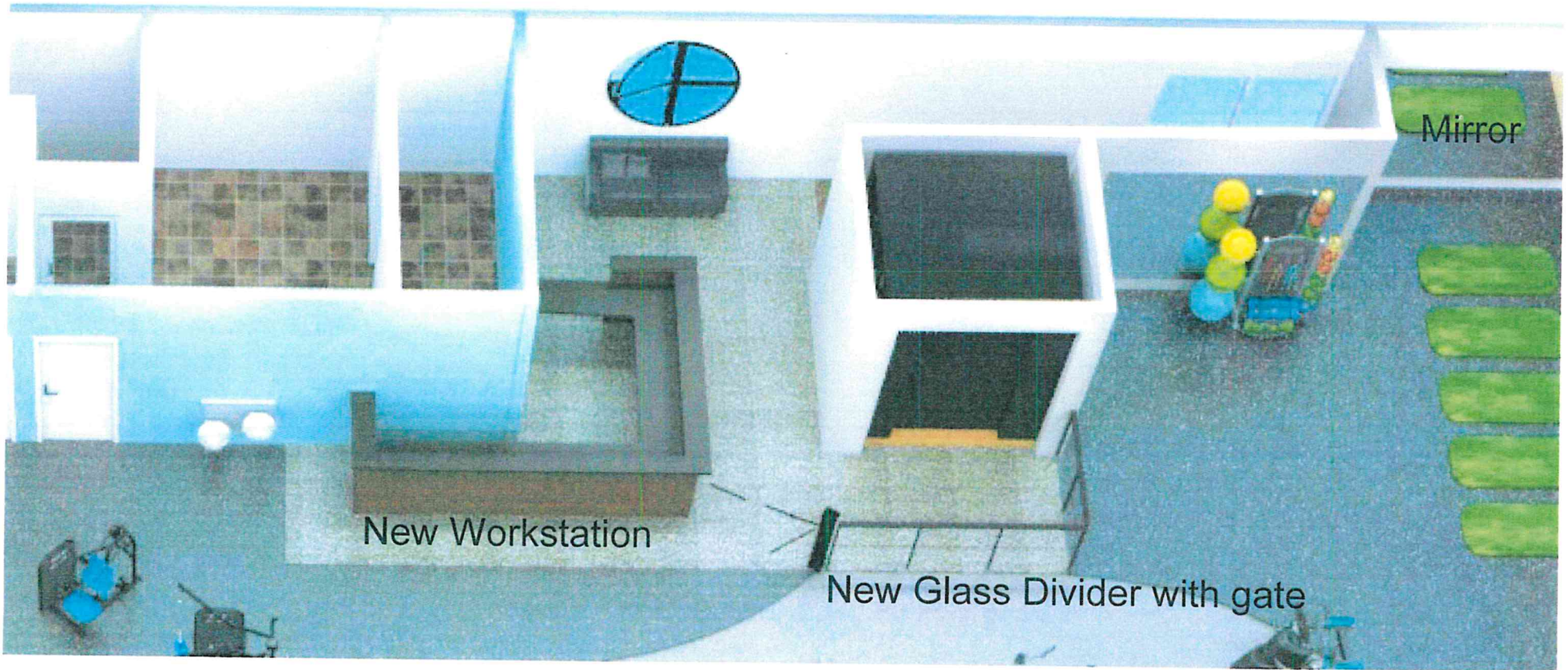


EXHIBIT A

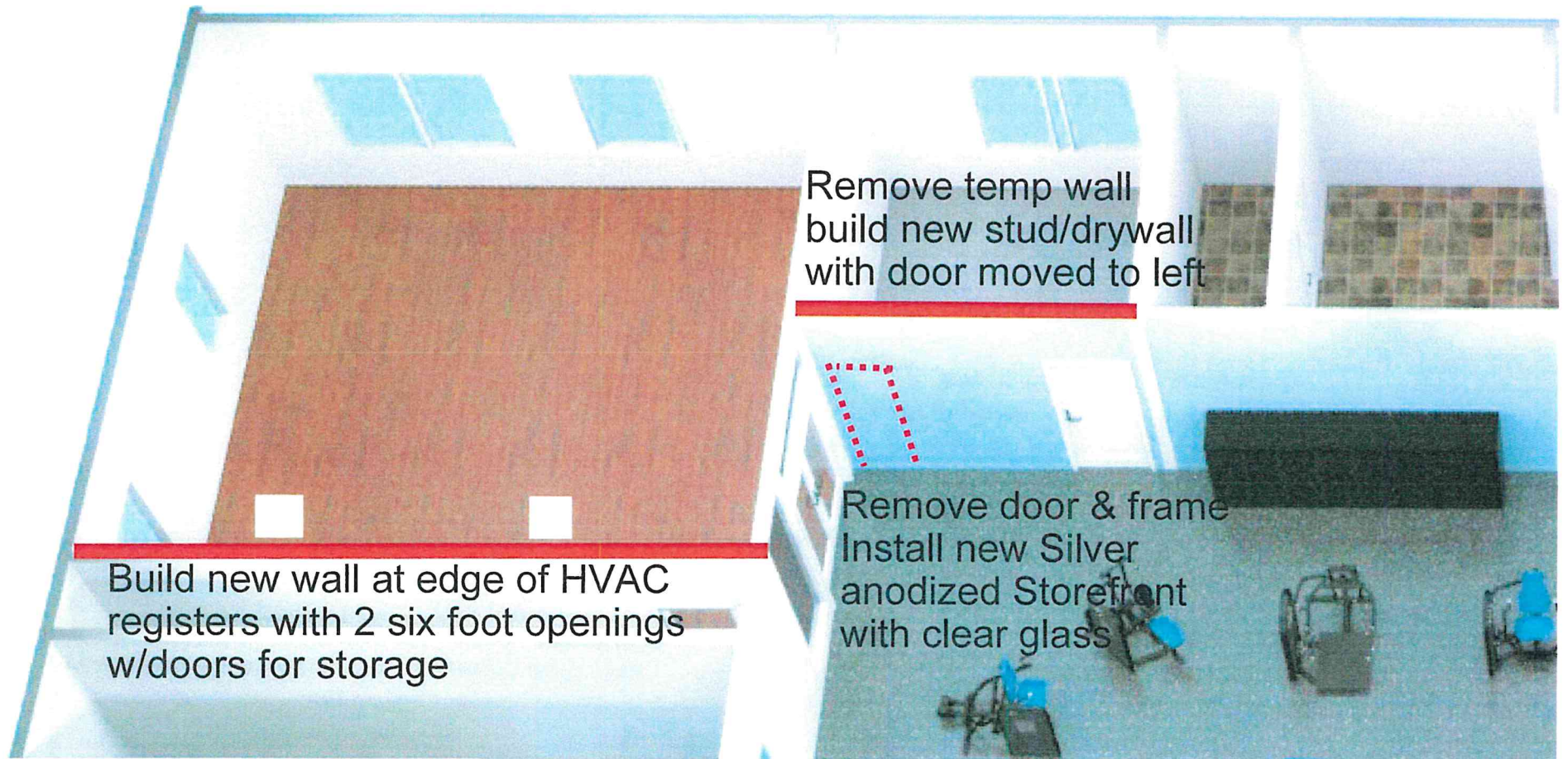
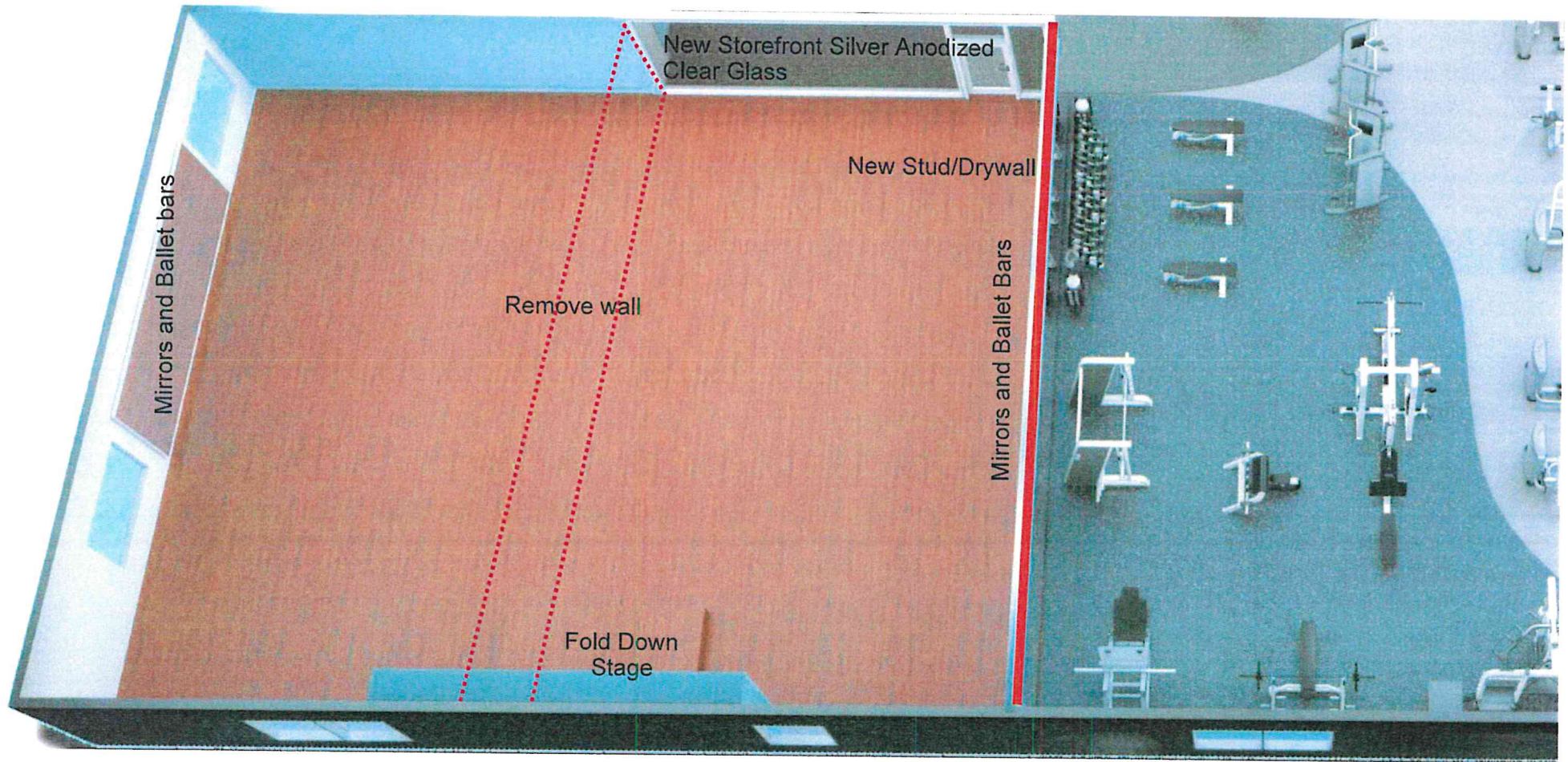
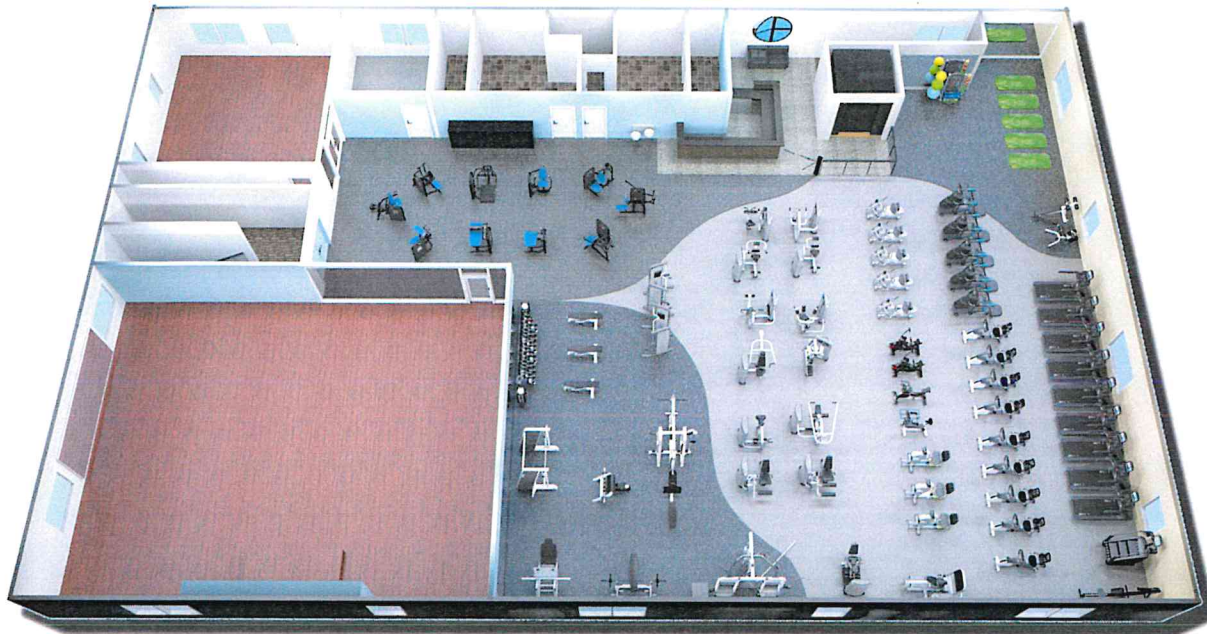


EXHIBIT A



Leisure World Fitness Center



Colors

SW 6507
Resolute Blue
Interior / Exterior
Location Number: 179-C3

SW 7001
Marshmallow
Interior / Exterior
Location Number: 267-C1

SW 7024
Functional Gray
Interior / Exterior
Location Number: 241-C3

SW 6675
Afternoon
Interior
Location Number: 133-C4

Flooring



Infinity RX 9929 Mocchaccino
(Group X Room)

Cosmos RX 9928 New Moon
(Main Floor)

Cosmos RX 9938 Dark Matter
(Main Floor)

Straight RX 9908 Antique Pewter
(Entry)

Ecofit 1214 Take One
(Freeweight Area/Stretch)

