



Board of Directors

Agenda

Clubhouse Four

Tuesday, November 24, 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 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. 1-12)
- 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 (pp.)
 - a) Committee/Board meetings for the Month of October (pp. 13-14)
 - i) Minutes of the Recreation Committee Board Meeting of October 5, 2020
 - ii) Minutes of the Finance Committee Board Meeting of October 19, 2020
 - b) GRF Board of Directors Minutes, October 27, 2020 (pp. 15-34)
 - c) October GRF Board Report, dated November 24, 2020 (pp. 35-44)
 - d) Accept Financial Statements, October 2020, for Audit (pp. 45-52)
 - e) Reserve Funds Investment Purchase (pp. 53-54)
 - 8) Reports
 - a) AB 3182 Ad Hoc Committee

- b) Bulk Cable Services Ad hoc Committee
- c) Covid-19 Ad hoc Committee
- d) Strategic Planning Ad hoc Committee
- e) Website Ad hoc Committee
- 9) New Business
 - a) General
 - i) Emergency Action – Public Safety/Purple Tier (Ms. Hopewell)
 - b) 28-Day Notifications to the Membership
 - i) **FINAL VOTE:** Amend 70-1412.2-1, Smoking Prohibition (Mr. Melody, pp. 55-56)
 - ii) **FINAL VOTE:** Amend 70-1447-1, Use of Community Facilities, Mini Farm – Rules (Mrs. Perrotti, pp. 57-64)
 - c) AB 3182 Ad Hoc Committee
 - i) **TENTATIVE VOTE:** Adopt 40-3182-2, Member/Owner (M/O) and Renter/Lessee (R/L) Fines, Fees and Deposits (Mrs. Damoci, pp. 65-68)
 - ii) **TENTATIVE VOTE:** Adopt 50-3182-1, Member/Owner (M/O) and Renter/Lessee (R/L) – Rules (Ms. Gerber, pp. 69-74)
 - d) Architectural Design & Review Committee
 - i) Operations Funding Request – Landscape Contract, Community Facilities Maintenance (Ms. Levine, 75-88)
 - ii) Operations Funding Request - Golf Course Contract (Ms. Heinrichs, pp. 89-104)
 - e) Consent Calendar: Update GRF Committee Charters (Ms. Stone, pp. 105-120)
 - i) Communications/IT Committee Charter (pp. 105-108)
 - ii) Mutual Administration Committee Charter (pp. 109-112)
 - iii) Physical Property Committee Charter (pp. 113-116)
 - iv) Recreation Committee Charter (pp. 117-120)
 - f) Consent Calendar: COVID-19 Ad hoc Committee (Ms. Snowden, pp. 121-128)
 - i) Adopt and Implement 70-1448-3R, Emergency Operational Rule – Mission Park, Phase One (pp. 121-124)
 - ii) Adopt 70-1448-3S, Emergency Operational Rule – Golf Course, Phase Two (pp. 125-128)
 - g) Finance Committee
 - i) Consent Calendar: Leases (Mr. Friedman, pp. 129-194)
 - a. Friends of the Library Club (pp. 131-136)
 - b. Genealogy Club (pp. 137-142)

- c. Golden Age Foundation (pp. 143-148)
- d. Historical Society Club (pp. 149-154)
- e. GRF and LW Trailer Club (pp. 155-163)
- f. Radio Club (pp. 164-169)
- g. Rolling Thunder Club (pp. 170-177)
- h. Theater Club (pp. 178-183)
- i. Video Producers Club (pp. 184-189)
- j. Mutual Eight (pp. 190-194)
- ii) Conceptual Approval - Exclusive Use of Trust Property, Building Five (Mr. Melody, pp. 195-196)
- iii) Approve Master Insurance Policy (Ms. Isom, pp. 197-200)
- g) Physical Property Committee
 - i) Reserve Funding Request – RV Lot Entrance, Replacement of Pavement and Concrete (Ms. Rapp, pp. 201-202)
- h) Security, Bus & Traffic Committee
 - i) Capital Funding Request – Purchase of Stalker Message Board and Trailer (Mr. Pratt, pp. 203-207)
- 10) Board Member Comments
- 11) Next Meeting/Adjournment

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

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Your Health Care Center, Your Way.

*Seal Beach Leisure World
Health Care Center Advisory
Meeting*

November 10, 2020

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

Renovation Photo: Lobby Front Desk and Vision Care / Medi-Spa Entrance




Renovation Photo: Primary Care Provider Touchdown, Eligibility/ Referral Windows, Exam Room



Renovation Photo: Multipurpose Room



Welcome Dr. Sophia Chun



Welcome Dr. Chun

| | | | | | | | |
|---|--|---|---|--|---|---|---|
| Sophia Chun, MD Internal Medicine, Physical Medicine and Rehabilitation | Christopher Chung, MD Family Medicine, Geriatric Medicine | Ellen Dayon, MD Internal Medicine | Rudolf Haider, MD Family Medicine | Lisa Markman, MD Endocrinology | Nancy Smith, MD, JD Family Medicine | Sullyvan Tang, MD Internal Medicine | Sarah Yi, FNP-C Family Medicine |
|---|--|---|---|--|---|---|---|

Working together to keep you healthy

Dr. Chun Highlights

- Started at the Health Care Center September 8th
- Languages spoken are English and Korean
- Medical school: Loma Linda University
- Internship/Residency institute: Loma Linda University
- Dr. Chun is board certified specializing in internal medicine and physical medicine & rehabilitation
- Featured in LW Weekly

What's Coming Next

- HCC Virtual Open House and Before & After photo gallery
- DEXA/Ultrasound on track for December
- Ongoing availability of COVID-19 testing for symptomatic patients
- Flu Shot Clinic - *details on slide 8*
- Medicare Annual Enrollment Events – *details on slide 9*
- Dr. Park (Podiatrist) to expand schedule to one day a week beginning in December

2020 Flu Shot Clinic

When

- Monday, November 16, 8am – 2pm

Here's how it works:

For cars

Use the north entrance. The clinic will be held behind Clubhouse 4. There will be plenty of signs and personnel to help guide traffic.

- After you get your flu shot, please exit onto Northwood Rd.

For scooters, bikes, shuttles, golf carts, and walk-ups

We'll have tables set up on the side of Clubhouse 4. **Please wear a face mask or covering.**

There is no cost for the regular flu shot for residents!
Please note: High-dose flu shots are not available at this event.

What do I need to do before getting my flu shot?

- Please have your consent form filled out prior to arriving at the flu clinic.
- Bring picture ID.
- Wear a short sleeve or sleeveless shirt.
- Wear your face mask or covering.
- Come at the assigned time for your Mutual.

Where do I get a consent form?

- At the Health Care Center
- Recreation Office, Building 5
- On the Leisure World buses

Where

- Clubhouse 4 Parking Lot

Mutual times

To help with traffic, please show up during your Mutual's designated time.

| Mutual | Appointment time |
|-------------------|--------------------------|
| Mutuals 1 and 17 | 8:00 a.m. to 8:45 a.m. |
| Mutuals 10 and 14 | 8:45 a.m. to 9:30 a.m. |
| Mutuals 2 and 16 | 9:30 a.m. to 10:15 a.m. |
| Mutuals 12 and 15 | 10:15 a.m. to 11:00 a.m. |
| Mutuals 3 and 5 | 11:00 a.m. to 11:45 a.m. |
| Mutuals 6 and 7 | 11:45 a.m. to 12:30 p.m. |
| Mutuals 8 and 9 | 12:30 p.m. to 1:15 p.m. |
| Mutuals 4 and 11 | 1:15 p.m. to 2:00 p.m. |

Questions?

Give us a call at **1-562-493-9581**



Monarch HealthCare®
Part of OptumCare®

Gearing up for Medicare AEP



Get ready for Annual Enrollment Period (AEP)!

Swing by the Health Care Center (HCC) and pick up our free Medicare AEP readiness kit with helpful information and some fun goodies. Sign up for one of the times through our Eventbrite page at monarchhealthcare.eventbrite.com.

For questions, please contact Grecia Nuñez at (949) 923-3334 or gnunez@mhealth.com

Free goodie bag for all who attend.

Social distancing and other safety precautions will be maintained.

Monarch HealthCare is part of OptumCare®, a leading health care delivery organization that is reinventing health care to help keep people healthier and feeling their best.

Distribution dates and times:

Monarch HealthCare kits

October 15, 2020

9:00 am–11:00 am

Alignment Health Plan kits

October 22, 2020

9:00 am–11:00 am

Anthem Blue Cross kits

October 29, 2020

9:00 am–11:00 am

Humana kits

November 5, 2020

9:00 am–11:00 am

SCAN Health Plan kits

November 12, 2020

9:00 am–11:00 am

UnitedHealthcare kits

November 19, 2020

9:00 am–11:00 am

Aetna kits

December 3, 2020

9:00 am–11:00 am



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MonarchHealthCare.com

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Happiness Project

- Finding happiness and well being during a pandemic
- Develop a comprehensive program involving a small group of residents involved in activities in an outside venue
- The program will include 3 distinct areas:
 - Lectures by Dr. Smith (maybe others)
 - Exercise sessions led by Jeremy LW Physical Therapist
 - Meditation sessions led by our social worker
- Sessions will be videotaped and made available to all residents
- Anticipate a January rollout

A Better Future Together!



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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 October 2020 Committee meetings:

- Minutes of the Recreation Committee Board Meeting of October 5, 2020
- Minutes of the Finance Committee Board Meeting of October 19, 2020

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, they are available upstairs at the Administration Office. Please see the receptionist.

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
October 27, 2020**

CALL TO ORDER

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, October 27, 2020, in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

Jim Greer, past President of the LW Interfaith Council, led the Pledge of Allegiance.

ROLL CALL

Following the roll call, the Corporate Secretary reported that Directors Perrotti, Snowden, Stone, Gerber, Thompson, Hopewell, Rapp, Slutsky, Doderer, Levine, Heinrichs, Damoci, Melody, Friedman, and Massetti were present.

Directors Pratt and Isom participated virtually by Zoom.com. The Executive Director and the Director of Finance were also present.

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

ANNOUNCEMENTS

The President announced that agenda item. 9.e.iv. TENTATIVE VOTE: Amend 40-5061-2, Fees, is removed from the agenda and referred to the Finance Committee for review at a work study meeting.

The GRF Board met in an Executive Session meeting on October 2, 2020.

SERVICE ANNIVERSARIES AND EMPLOYEES OF THE MONTH

To minimize the number of required attendees at today's meeting, we are postponing the service awards and staff commendations.

SEAL BEACH COUNCIL MEMBER'S REPORT

Seal Beach Council member Sandra Massa-Lavitt was unable to provide an update on the proceedings of the Seal Beach City Council meeting.

HEALTH CARE CENTER ADVISORY BOARD UPDATE

The Health Care Center Administrator presented an update on 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

Three members offered comments at the meeting and one member offered written comments, submitted prior to the meeting.

PRESIDENT'S COMMENTS

For those of you who have not yet voted, please remember to exercise this important right. The Voting Pop Up Center will be near Clubhouse Three and Veterans Plaza on October 30. Additional bus service will be offered that day. Please check the LW Weekly and LW Live blasts for more information. The Orange County Ballot Drop Box is in the Amphitheatre Parking Lot to drop in your mail-in ballot. Please make sure the ballot is pushed all the way through the slot.

There has been mistrust and intolerance in politics for too long. From both sides of the political aisle. It does not matter which side of the political aisle you sit on, if mistrust and intolerance are your foundation, you have already lost. We all have lost.

Many in this community honed their political activism during the '60s. We know the power of standing up and speaking out. Thank God, we live in a country that was founded and has moved forward on exercising these rights. To those who served, fought, and died to preserve these rights, we owe you so much and we are grateful every day for your service and sacrifice. Over the years, we seem to have lost our ability to listen to each other. Not just hear, but truly listen. We need to keep an open mind to different points of view if we are ever to find our common ground. We seem to have lost our ability to speak out civilly. Again, to find common ground, we need to speak our truth and not rely on rhetoric. No matter what the outcome of this election, we all need to remember these rights come with personal responsibility.

Let us take personal responsibility and exercise these rights with respect as we move forward as a community and as a nation.

CONSENT AGENDA

The consent agenda included Committee/Board meeting minutes for the month of September 2020, the minutes of the September 29, 2020 Board meeting, the minutes of the October 5, 2020 Special Board meeting, the October GRF Board Report, dated October 27, 2020, and acceptance of the Financial Statements, September 2020, for Audit.

The Consent Calendar was adopted, as presented.

REPORTS

The reports of the Chair of the COVID-19 Ad hoc Committee, of the Chair of the Strategic Planning Ad hoc Committee, and of the Chair of the Website Redesign Ad hoc Committee were presented.

NEW BUSINESS

General

Approve 70-1448-3D, Emergency Operational Procedures – Amphitheater, Phase One

At the regular scheduled meeting of the COVID-19 Ad hoc Committee, the Committee moved and approved to recommend to the Board proposed emergency action governing document 70-1448-3D, to re-open Trust property, identified as the Amphitheater, for outdoor religious services under all applicable or more restrictive public health and safety orders.

In the drafting and subsequent Committee review of the proposed emergency action policy, key areas of Committee deliberation were focused on: Number of Seal Beach COVID-19 cases as reported by the Orange County Health authority to date, number of COVID-19 deaths, a clear majority of the over 9,000 community members are clearly in the “at risk” category, due to age or preexisting medical conditions, the reason rules must also take into consideration Caregivers, and Shareholders/Members guests, GRF as an employer has the obligation to establish rules to protect the health and safety of our employees, and proposed actions MUST represent the mutual benefit of a majority of the Shareholder/members

Eight Directors and the Executive Director spoke on the motion.

The Board concurred to refer 70-1448-3D, Emergency Operational Procedures – Amphitheater, Phase One, to the COVID-19 Ad hoc Committee for review.

At 2:40 p.m., the Executive Director reported that notice was received from Orange County Health Agency advising that the Amphitheater could open for religious services, if hand sanitizer is provided or if each attendee provide their own individual hand sanitizer.

Ms. Rapp MOVED seconded by Mr. Melody -

TO reconsider 70-1448-3D, Emergency Operational Procedures –

Amphitheater, Phase One based on information provided by the

Orange County Health Authority: the Amphitheater may open for religious services if hand sanitizer is provided or if each attendee provides their own individual hand sanitizer.

Ms. Snowden MOVED, seconded by Mr. Friedman-

TO approve emergency action 70-1448-3D, for Trust property identified as the Amphitheater, under the provisions civil code (§4360(d).), as amended.

Five Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

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

TO reopen the Amphitheater for religious services as soon as staff can accommodate the terms of the Emergency Operational Procedure.

Establishment of Ad hoc Committees

In accordance with the GRF Bylaws and governing documents 30-5020-1, Organization of the Board and 30-5024-1, Committee Structure, there exists a clear and present need to appoint an AB 3182 Ad hoc Committee and a Bulk Cable Ad hoc Committee.

The Committees will report to the Golden Rain Foundation (GRF) Board of Directors (BOD).

AB 3182 Ad hoc Committee

There is a clear and present need to establish a *AB 3182 Ad hoc Committee.

** "...AB 3182 adds an entirely new section to the Davis-Stirling Act, as Civil Code § 4741. Per § 4741, a condominium or stock cooperative association may not unreasonably restrict the rental or leasing of the owner's unit....."*

General function and requirement of the AB 3182 Ad Hoc Committee:

1. Draft a plan to work with legal counsel to determine the next steps
2. Develop/amend policies pertinent to changes as presented by AB 3182
3. Develop reasonable fees for recommendation to the Board

4. Development of action planning with Mutual Corporations required for the administration of Mutual Policies by GRF as directed and in behalf of the Mutual Boards relative to AB 3182

Based upon terms and conditions of AB 3182, the proposed actions of the Ad hoc Committee are due before the Board on or before the November 24, 2020 GRF Board meeting.

At the end of the Committee's review, a final report will be given to the Board and the Committee will automatically dissolve. When the Board is given the final report, the Board will then determine what further steps are to be taken, if any.

Ms. Hopewell MOVED, seconded by Ms. Heinrichs, and was carried unanimously-

TO approve and thereby establish the AB 3182 Ad hoc Committee and grant to the Ad hoc Committee limited authority specifically stated within the GRF governing documents, and policies or other authority as granted by the BOD or as stated within this policy, pursuant to state statute (Corp. Code §7210; Corp. Code §7212(c)) and Article VII of the Bylaws of the Golden Rain Foundation.

Ms. Hopewell MOVED, seconded by Mrs. Perrotti, and carried unanimously-

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

TO approve the appointment of Carole Damoci, Chair, Marsha Gerber, Kathy Rapp, Paul Pratt, and Paula Snowden to the AB 3182 Ad hoc Committee.

Bulk Cable Ad hoc Committee

The GRF contract with Superwire expires in June 2021 and there is need to negotiate for new cable service for the Seal Beach Leisure World community. All Mutuals have authorized GRF to research and negotiate with available cable service providers to establish a favorable bulk cable rate service for the community.

General function and requirement of the Bulk Cable Ad Hoc Committee:

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1. Develop Work Statement for Bulk Cable Service Provider RFP
2. Send RFP (using GRF format) to selected providers with response due no later than January 2021
3. The committee is not authorized to sign a contract or make any commitment on behalf of GRF or the Mutuals for any services.
4. Prepare report for GRF Board meeting for February 2021.
5. GRF Executive Director will present to Presidents' Counsel for approval by March 1, 2021.

Ms. Hopewell MOVED, seconded by Ms. Snowden-

TO approve and thereby establish the Bulk Cable Ad hoc Committee and grant to the Ad hoc Committee limited authority specifically stated within the GRF governing documents, and policies or other authority as granted by the BOD or as stated within this policy, pursuant to state statute (Corp. Code §7210; Corp. Code §7212(c)) and Article VII of the Bylaws of the Golden Rain Foundation.

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

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

In accordance with Article VIII of the Bylaws, Ad hoc Committee chair and members shall be appointed by the GRF President and approved by action of the BOD in accordance with policy 5100-30. I move **TO** approve the appointment of Nick Massetti, Chair, Lee Melody, Carole Damoci, Paul Pratt, Larry Slutsky, and Paula Snowden to the Bulk Cable Ad hoc Committee.

Approve 30-5095-4, Fitness Center Release/Waiver

In anticipation of the reopening of the Golden Rain Foundation Fitness Center, the Recreation Department requested review of the old release of liability form by Legal Counsel.

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Attached is the newly renamed and revised (by corporate counsel) Release of Future Claims/Hazardous Activity document (governing document # 30-5095-4), for the approval of the Board of Directors.

Mrs. Perrotti MOVED, seconded by Ms. Rapp-

TO approve the newly revised Release of Future Claims/Hazardous Activity document (governing document # 30-5095-4), for the use in the Fitness Center.

Six Directors spoke on the motion.

The motion was carried unanimously.

Architectural Design & Review Committee

Reserve Funding Request – Carwash/Service Maintenance Area, Replace Landscaping

Staff was requested to seek a proposal from GRF Landscape Contractor of Record, Anguiano Lawn Care, to replace Trust property plant material (landscaping) which has outlived its useful life, at the Service Maintenance and Carwash areas. The cost for this is service \$5,690 (Exhibit A in the agenda packet).

| | | |
|---------------------------|----|-------|
| Service Maintenance Entry | \$ | 3,806 |
| Carwash Corner | \$ | 1,884 |
| | | |
| Total | \$ | 5,690 |

Funds are available in Reserve Funds (Exhibit B in the agenda packet); expense year to date is \$17,515.

After reviewing the cost and scope of work, the ADRC unanimously recommends the Board award a contract to Anguiano Lawn Care for this project, at a cost not to exceed \$5,690.

Ms. Heinrichs MOVED, seconded by Mr. Dodero –

TO approve the replacement of landscaping at the Carwash and Service Maintenance areas, per Exhibit A in the agenda packet, at a cost not to exceed \$5,690, Reserve Funding, and authorize the President to sign the contract.

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

The motion was carried unanimously.

Communications/IT Committee

Capital Funding Request – Paramount WorkPlace Solutions

At the regularly scheduled meeting of the Communications & IT Committee on October 8, 2020, the Committee duly moved to recommend to the Golden Rain Foundation Board of Directors approval of the purchase of the Paramount WorkPlace purchase requisition software, not to exceed \$41,220 for software, installation, implementation and contingency of \$8,420, plus \$3,780 for annual maintenance, for a total of \$45,000.

This software application will replace the current manual purchase requisition process covering initiation of the request through the delivery of goods to the requestor. Paramount WorkPlace is completely compatible with Microsoft Dynamics, the software currently in place for generating purchase orders, and was recommended by our Dynamics consultants. Exhibit A (included in the agenda packet) describes the features and benefits of this software application as well a pricing sheet the maintenance agreement.

Attached are the proposal and the pricing for the initial implementation year and the annual maintenance costs for future years.

At the regularly scheduled meeting of the Finance Committee on October 19, 2020, the Committee reviewed funding for the software purchase and determined capital funds of \$41,220 and operating funds of \$3,780 are available

Ms. Isom MOVED, seconded by Mr. Massetti-

TO approve the purchase of the Paramount WorkPlace software,
in the amount not to exceed \$41,220, Capital funds and \$3,780,
Operating funds, and to authorize the President to sign the
purchase agreement.

Seven Directors and the Executive Director spoke on the motion.

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

Consent Agenda: COVID-19 Ad hoc Committee

The consent agenda 70-1448-1, Emergency Operational Rule, 70-1448-3E, Emergency Operational Procedures – Pool and Spa, Phase One, 70-1448-3F, Emergency Operational Procedures – Fitness Center, Phase One, 70-1448-3G, Emergency Operational Procedures – Friends of the Library, Phase One, 70-1448-3H, Emergency Operational Procedures – Leisure World Library, Phase One, 70-1448-3J, Emergency Operational Procedures – Clubhouse One and Two, Poolrooms, Phase One, 70-1448-3K,– Clubhouse One and Two, Woodshops, Phase One, 70-1448-3L, Emergency Operational Procedures – Clubhouse Three, Sewing Room, Phase One, 70-1448-3M, Emergency Operational Procedures – Clubhouse Four, Art Studio,

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Phase One, 70-1448-3N, Emergency Operational Procedures – Clubhouse Four, Ceramics Studio, Phase One, and 70-1448-3P, Emergency Operational Procedures – Veterans' Plaza, Phase Two was approved, as amended.

The Board concurred to remove 9.d.ii. 70-1449-1, Face Masks and 70-1448-3O, Lapidary Studio, from the Consent Calendar, for discussion.

Mr. Melody MOVED, seconded by Mrs. Damoci, and carried unanimously-

TO refer 70-1449-1, Face Masks, to the COVID-19 Ad hoc Committee, for review.

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

TO amend 70-1448-3O, Lapidary Studio, changing the maximum number of members to six.

Finance Committee

Leisure World Trailer Club Lease 2020-2021

The current Leisure World Trailer Club lease has expired; the Recreation Department requested the Finance Committee approve the new lease.

At its meeting on October 19, 2020, the Finance Committee approved the lease for the period of August 1, 2020 thru December 31, 2021, for \$1.00 (attached in agenda packet).

Mrs. Damoci MOVED, seconded by Ms. Rapp, and carried unanimously-

TO refer the Leisure World Trailer Club Lease 2020-2021 to the Recreation Committee for review.

Adopt 40-5523-2, Accounts Receivable Collections – Fees

At its meeting on October 19, 2020, the Finance Committee recommended the GRF Board adopt the 40-5523-2, Accounts Receivable Collections - Fees.

Mrs. Damoci MOVED, seconded by Mr. Dodero and carried unanimously -

TO adopt 40-5523-2, Accounts Receivable Collections – Fees, as presented, removing the fees from 40-5523-1, Accounts Receivable Collections.

Amend 40-2920-3, Budget Controls

At its meeting on October 19, 2020, the Finance Committee recommended the GRF Board amend 40-2920-3, Budget Controls.

Mrs. Damoci MOVED, seconded by Mr. Friedman, and carried unanimously -

TO amend 40-2920-3, Budget Controls, restructuring the document language in a more concise form, as presented.

TENTATIVE VOTE: Amend 40-5061-2, Fees

The Board concurred to remove this item from the agenda and refer it to the Finance Committee for review in a work study meeting.

Amend 40-5115-3, Finance Committee Charter

At its meeting on October 19, 2020, the Finance Committee recommended the GRF Board amend 40-5115-3, Finance Committee Charter.

Mr. Melody MOVED, seconded by Mr. Slutsky, and carried unanimously-

TO amend 40-5115-3, Finance Committee Charter, revising the procedure to appoint a Vice Chair and clarifying the duty of the Committee regarding review and analysis of funding requests, as presented.

Amend 40-5523-1, Accounts Receivable Collections

At its meeting on October 19, 2020, the Finance Committee recommended the GRF Board amend the 40-5523-1, Accounts Receivable Collections.

Ms. Isom MOVED, seconded by Mr. Friedman, and carried unanimously-

TO amend 40-5523-1, Accounts Receivable Collections, updating GRF Committee name (Communications/IT) and referencing governing document 40-5523-2, Accounts Receivable Collections – Fees, for returned check fees, as presented.

Physical Property Committee

Capital Funding Request - Amphitheater Loft Location

As requested by the Recreation Committee to obtain costs to modify Trust Property amenities identified as the Amphitheater Loft (attached in the agenda packet), the Physical Property Department acquired cost for these tasks. The general specifications and costs are as follows:

Schlick Services - \$12,522

Replace T-bar ceiling and lighting, new electrical outlets along the wall, remove all window screens, paint interior, remove stage, install new shelving, and install retractable screen

Custom Glass - \$2,935

Replace both exterior doors and tint windows

Cornerstone Flooring - \$6,543.

New flooring

Projector Screen Store (Green Screen) - \$2,000

(Material, shipping, and tax)

The Physical Property Committee recommends a \$6,000 contingency for this project due to the age of the building.

The Physical Property Committee unanimously recommends the Board award contracts to Schlick Services, Custom Glass, Cornerstone Flooring and The Projector Screen Store for this project, at a cost not to exceed \$30,000, including a \$6,000 contingency.

At its regularly scheduled meeting on October 19, the Finance Committee determined Capital funding was available for this project, placing a hold on the funds pending Board review.

Ms. Rapp MOVED, seconded by Mrs. Perrotti-

TO award contracts to Schlick Services, \$12,522, Custom Glass, \$2,935, Cornerstone Flooring, \$6,543 and Projector Screen Store (material, shipping, and tax) \$2,000, adding a project contingency of \$6,000, for a total cost not to exceed \$30,000, for the upgrades to the Amphitheater Loft, Capital funding, and authorize the President sign the required contracts and/or the Executive Director to initiate the purchases.

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

The motion was carried unanimously.

Capital Funding Request – Clubhouse Three, Storage Closet Addition

At its regularly scheduled meeting on October 7, 2020, the Physical Property Committee reviewed a request of the Recreation Committee, to expand Trust Property identified as Clubhouse Three (CH3) for the addition of approximately 190-200 square feet of storage space on the east side of the large multi-use room.

The basis for the request is lack of large item storage of Trust property (tables, chairs, partitions, etc.) which take up space within the multi-use room which could be better utilized for Shareholder/member activities.

The proposed storage area would be added to the east side of the CH3 multi-use room and constructed under the existing building eave. Interior and exterior finishes are to match all existing finishes.

Proposals for the addition of this 190-200 square feet of storage area are as follows: Hadi Construction-\$43,200. Bergkvist Construction-\$39,950, and Bruno Alvarez General Contractor-\$37,000.

After reviewing the proposals, the PPC unanimously recommends the Board award a contract Bruno Alvarez, General Contractor, for this project, at a cost not to exceed \$40,000, including a \$3,000 contingency.

At its regularly scheduled meeting on October 19, 2020, the Finance Committee determined Capital funding was available for this project, placing a hold on the funds, pending Board review.

Ms. Heinrichs MOVED, seconded by Ms. Rapp-

TO award a contract to Bruno Alvarez, General Contractor, for the addition of approximately 190 to 200 square feet to Clubhouse Three, for the purpose of storage of Trust property, in the amount of \$37,000, and add a \$3,000 contingency, for a total cost not to exceed \$40,000, Capital funding, and authorize the President sign the contract.

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

The motion was carried with three no votes (Damoci, Isom, Stone).

Reserve Funding Request – Paving Project, Foxburg Change Order

At its October 7, 2020 meeting the Physical Property Committee (PPC) reviewed a request to make repairs on Foxburg Road, with a change order to the 2020 Paving Project Contract. The scope of work consists of a complete grind and overlay of Foxburg Road, removal of roots and replacement of some flow lines and gutter, for a cost not to exceed \$106,225, including contingencies.

After reviewing the proposal dated September 2, 2020 (attached in the agenda packet) and verifying the Mutual is contracted for the removal of trees along the Perimeter Wall, the PPC unanimously recommended the approval of a change order to MJ Jurado for these repairs after funding is reviewed by the Finance Committee (FC). MJ Jurado Proposal-\$96,225, contingencies-\$10,000, total-\$106,225.

At its regularly scheduled meeting in October, the FC determined Reserve funding is available for this project, placing a hold on the funds.

Mr. Massetti MOVED, seconded by Mr. Friedman -

TO approve a change order to MJ Jurado, for the complete grind and overlay of Foxburg Road, the removal of roots, and the replacement of flow lines and gutter, in the amount of \$96,225 and a \$10,000 contingency, for a total cost not to exceed \$106,225, Reserve funding, and authorize the Physical Property Chairperson to sign the change order.

One Director and the Facilities Director spoke on the motion.

The motion was carried unanimously.

Reserve Funding Request – Trust Property Improvement, Safety Fence Replacement

At its October 7, 2020 meeting, the Physical Property Committee (PPC) reviewed a request for the replacement of Trust Property identified as the pedestrian safety fences located at St. Andrews Gate and Clubhouse Three, east side.

The request for replacement is based upon age, general condition, safety, and protection. Suggested replacement – GRF approved standard fence/railing (St. Andrews – 2", 3 bar, with ADA ends and Clubhouse Three – 2", 2 bar).

The cost to replace the three sections of pedestrian safety fences are as follows: MJ Jurado-\$21,465 and Bruno Alvarez General Contractor-\$23,975.

After reviewing the bids, the PPC unanimously recommends the Board award a contract to MJ Jurado for this replacement, after funding is reviewed by the Finance Committee (FC).

At its regular scheduled meeting on October 19, 2020, the FC determined Reserve funding is available for this project.

Mr. Melody MOVED, seconded by Ms. Snowden -

TO award a contract to MJ Jurado, for the replacement of Trust Property pedestrian safety fences, located at St Andrews and Clubhouse Three, in an amount not to exceed \$21,465, Reserve funding, and authorize the President sign the contract.

Three Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

The President called for a 30-minute lunch break at 12:38 p.m.

Recreation Committee

Cancellation of Scheduled and Budgeted 2020 Recreation Programs due to COVID-19

At its regularly scheduled meeting on October 5, the Recreation Committee approved cancelling the 2020 Recreation Department Event Schedule (Exhibit A in the agenda packet).

In an effort to reduce the spread of COVID-19 within the community, the Recreation Department has cancelled all pending events and recommends the GRF Board approve the cancellation of all Recreation Department events for 2020, including the Amphitheater season, as well as all GRF and Library events and excursions.

Mrs. Perrotti MOVED, seconded by Ms. Rapp -

TO approve the cancellation of all Recreation Department events for the remainder of 2020, including the Amphitheater season, as well as GRF and Library events and excursions, Exhibit A in the agenda packet, as amended (excepting the Veterans' Honor Banners).

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

Approve Naming of Golf Course

Golden Rain Foundation Board Meeting Minutes, October 27, 2020

At its regularly scheduled meeting of October 5, 2020, the Recreation Committee approved the naming of the Golf Course as Turtle Lake and further approved awarding a \$250 gift card to the Shareholder/Member who submitted the winning name during a contest conducted in April 2020, and to send this request to the Board.

Ms. Levine MOVED, seconded by Mrs. Perrotti, and carried unanimously –

TO approve the naming of the Trust property known as the Golf Course to Turtle Lake Golf Course and further approve awarding a \$250 gift card to the shareholder/member who submitted the winning name.

Approve Mini Farm Lease Agreement

At the Recreation Work Study meeting on October 16, 2020, the Recreation Committee (RC) reviewed and approved the Mini Farm Lease Agreement. The Committee members present moved to forward the Mini Farm Lease agreement to the GRF Board of Directors for approval.

Mr. Dodero MOVED, seconded by Mrs. Damoci-

TO approve the Mini Farm Lease Agreement, as amended.

Thirteen Directors and the Executive Director spoke on the motion.

Mr. Melody MOVED, seconded by Ms. Levine-

TO amend the Annual Plot Lease Fee to \$100.

The motion was carried with one abstention (Isom).

Tentative Vote: Adopt 70-1451-1, Fitness Center Rules

At its meeting on October 5, 2020, the Recreation Committee recommended the GRF Board adopt 70-1451-1, Fitness Center Rules.

Ms. Gerber MOVED, seconded by Ms. Rapp-

TO adopt 70-1451-1, Fitness Center Rules, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on November 24, 2020.

One Director and the Executive Director spoke on the issue.

Mrs. Damoci MOVED, seconded by Mr. Melody, and carried unanimously-

TO refer 70-1451-1, Fitness Center Rules to the Recreation Committee and to legal counsel for review.

Tentative Vote: Adopt 70-1406-1, Limitations on Use of Trust Property - Rules

At its meeting on October 5, 2020, the Recreation Committee recommended the GRF Board adopt 70-1406-1, Limitations on Use of Trust Property - Rules.

Ms. Rapp MOVED, seconded by Ms. Levine -

TO amend 70-1406-1, Limitations on Use of Trust Property - Rules, updating the facilities provided for the use of GRF members in good standing, establishing the age for guests using table tennis, updating document language, adding radio-controlled devices to devices prohibited on all Trust property, adding a section regarding Clubhouse space reservations for bingo, eliminating the Eligible Club and Organization section, adding the requirement that revenue-generating reservations be approved by the Recreation Committee, and updating the amenities listed in the Hours section, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on November 24, 2020.

Three Directors and the Executive Director spoke on the motion.

Mrs. Damoci MOVED, seconded by Ms. Rapp, and carried unanimously-

TO return 70-1406-1, Limitations on Use of Trust Property – Rules to the Recreation Committee for review.

Tentative Vote: Amend 70-1412.2-1, Smoking Prohibition

At its meeting on October 5, 2020, the Recreation Committee recommended the GRF Board amend 70-1412.2-1, Smoking Prohibition.

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

TO amend 70-1412.02-1, Smoking Prohibition, expanding the smoking prohibition to all GRF amenities and including “vaping” to products prohibited at all GRF amenities, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on November 24, 2020.

Four Directors spoke on the motion.

The motion was carried unanimously.

Amend 70-1422-3, Marquee Usage

At its meeting on October 05, 2020, the Recreation Committee recommended the GRF Board amend 70-1422-3, Marquee Usage.

Mr. Slutsky MOVED, seconded by Ms. Rapp

TO amend 70-1422-3, Marquee Usage, determining that the marquee is for Golden Rain Foundation meeting notices exclusively, as presented.

Two Directors spoke on the motion.

Ms. Rapp MOVED, seconded by Mr. Slutsky-

TO refer 70-1422-3, Marquee Usage to the Recreation Committee for review.

The motion was carried with six no votes (Friedman, Heinrichs, Isom, Massetti, Perrotti, Pratt).

Amend 70-1423-3, Bulletin Board Usage

At its meeting on October 05, 2020, the Recreation Committee recommended the GRF Board amend 70-1423-3, Bulletin Board Usage.

Mr. Friedman MOVED, seconded by Ms. Rapp-

TO amend 70-1423-3, Bulletin Board Usage, updating the bulletin board locations and advising that any additional bulletin board locations will be determined by the Recreation Committee, as presented.

Four Directors spoke on the motion.

The motion was carried unanimously.

TENATIVE VOTE: Amend 70-1447-1, Use of Community Facilities, Mini Farms - Rules

Ms. Snowden MOVED, seconded by Ms. Gerber -

TO amend 70-1447-1, Use of Community Facilities, Mini Farm – Rules, establishing that Mini Farm plots holders must be GRF Members in good standing, adding a prohibition against alcoholic beverages, animals (excepting Qualified Service Animals), firearms, and radios, establishing rules for the length of leases, plot abandonment, lessee responsibilities of the plots, lessee guests, establishing plot maintenance expectations, establishing conditions for vacating a plot, establishing lease non-compliance actions, and informing plot holders that the Recreation Department has the right to review and adjust operating rules and to enter any plot at any time, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on November 24, 2020.

Four Directors spoke on the motion.

The motion was carried unanimously.

Amend 70-2069-1, GRF Equipment

At its meeting on October 05, 2020, the Recreation Committee recommended the GRF Board

amend 70-2609-1, GRF Equipment.

Mr. Dodero MOVED, seconded by Ms. Rapp -

TO amend 70-2609-1, GRF Equipment, establishing that custodial staff will monitor and document GRF equipment usage and establishing the conditions of loss of Clubhouse privileges, as amended.

Six Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

Security, Bus & Traffic Committee

Mrs. Damoci MOVED, seconded by Mr. Melody-

TO refer governing documents 80-1930-1, Traffic – Rules, 80-1930-3, Traffic – Procedures, 80-1937-1, Parking– Rules, 80-1920-1, Traffic Rules and Regulations, 80-1925-1, Traffic Rules and Regulations – Enforcement on Trust Property, 80-1927-1, Parking Rules for Trust Property, and 80-1928-1, Golf Cart and Low speed Vehicles – Rules, to the Security, Bus and Traffic Committee for review.

Six Directors and the Executive Director spoke on the motion.

The motion was carried with five no votes (Dodero, Isom, Massetti, Pratt, Thompson).

Website Ad hoc Committee

Capital Funding Request – Approve Contract with StormBrain

At its meeting on October 13, 2020, the Website Redesign Ad Hoc Committee duly moved and approved to recommend to the GRF Board of Directors approval of the service proposal from Storm Brain for the website redesign project. The Committee submitted RFPs to three vendors and determined that StormBrain was the most suitable.

Golden Rain Foundation Board Meeting Minutes, October 27, 2020

At its meeting on October 19, 2020, the Finance Committee reviewed funding for the project and determined Capital funds are available. The project cost is \$48,275 and includes a 20% contingency, for a total of \$57,930.

Ms. Isom MOVED, seconded by Ms. Rapp -

TO approve the service proposal from StormBrain, for the website redesign project, in an amount not to exceed \$57,930, Capital funding, with an initial contingency reduction of \$1,500, for ADA compliance, and authorize the President to sign the proposal.

Four Directors and the Executive Director spoke on the motion.

The motion was carried unanimously.

EXECUTIVE DIRECTOR COMMENTS

The Executive Director did not provide additional comments.

BOARD MEMBER COMMENTS

No Board members spoke on the meeting proceedings.

ADJOURNMENT

The meeting was adjourned was at 3:36 p.m.

Marsha Gerber, Corporate Secretary
Golden Rain Foundation
dfb 10.27.20

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



November 24, 2020

Approved Consent Agenda

MOVED and duly approved the Committee/Board meeting minutes for the month of September 2020, the minutes of the September 29, 2020 Board meeting, the minutes of the October 5, 2020 Special Board meeting, the October GRF Board Report, dated October 27, 2020, and acceptance of the Financial Statements, September 2020, for Audit.

General – Approve 70-1448-3D, Emergency Operational Procedures – Amphitheater, Phase One

MOVED and duly approved to reconsider approval of 70-1448-3D, Emergency Operational Procedures – Amphitheater, Phase One, based on information provided by the Orange County Health Authority, which will allow the use of the Amphitheater for religious services provided that hand sanitizer is provided or attendees bring their own individual hand sanitizer.

MOVED and duly approved to reopen the Amphitheater for religious services as soon as staff can accommodate the terms of the Emergency Operational Procedure.

General – Establishment of Ad hoc Committees

MOVED and duly approved and thereby established the AB 3182 Ad hoc Committee and granted to the Ad hoc Committee limited authority specifically stated within the GRF governing documents, and policies or other authority as granted by the BOD or as stated within this policy, pursuant to state statute (Corp. Code §7210; Corp. Code §7212(c)) and Article VII of the Bylaws of the Golden Rain Foundation.

MOVED and duly approved the appointment of Carole Damoci, Chair, Marsha Gerber, Kathy Rapp, Paul Pratt, and Paula Snowden to the AB 3182 Ad hoc Committee.

MOVED and duly approved and thereby established the Bulk Cable Ad hoc Committee and granted to the Ad hoc Committee limited authority specifically stated within the GRF governing documents, and policies or other authority as granted by the BOD or as stated within this policy, pursuant to state statute (Corp. Code §7210; Corp. Code §7212(c)) and Article VII of the Bylaws of the Golden Rain Foundation.

MOVED and duly approved the appointment of Nick Massetti, Chair, Lee Melody, Carole Damoci, Paul Pratt, Larry Slutsky, and Paula Snowden to the Bulk Cable Ad hoc Committee.

General – Approve 30-5095-4, Fitness Center Release/Waiver

MOVED and duly approved the newly revised Release of Future Claims/Hazardous Activity document (governing document # 30-5095-4), for the use in the Fitness Center.

Architectural Design & Review Committee – Reserve Funding Request – Carwash/Service Maintenance Area, Replace Landscaping

MOVED and duly approved the replacement of landscaping at the Carwash and Service Maintenance areas per Exhibit A in the agenda packet, at a cost not to exceed \$5,690, Reserve Funding, and authorize the President to sign the contract.

Communications/IT Committee – Capital Funding Request – Paramount WorkPlace Solutions
MOVED and duly approved the purchase of the Paramount WorkPlace software, in the amount not to exceed \$41,220, Capital funds and \$3,780, Operating funds and to authorize the President to sign the purchase agreement.

Approved Consent Agenda

MOVED and duly approved to 70-1448-1, Emergency Operational Rule, 70-1448-3E, Emergency Operational Procedures – Pool and Spa, Phase One, 70-1448-3F, Emergency Operational Procedures – Fitness Center, Phase One, 70-1448-3G, Emergency Operational Procedures – Friends of the Library, Phase One, 70-1448-3H, Emergency Operational Procedures – Leisure World Library, Phase One, 70-1448-3J, Emergency Operational Procedures – Clubhouse One and Two, Poolrooms, Phase One, 70-1448-3K, – Clubhouse One and Two, Woodshops, Phase One, 70-1448-3L, Emergency Operational Procedures – Clubhouse Three, Sewing Room, Phase One, 70-1448-3M, Emergency Operational Procedures – Clubhouse Four, Art Studio, Phase One, 70-1448-3N, Emergency Operational Procedures – Clubhouse Four, Ceramics Studio, Phase One, 70-1448-3O, Phase One and 70-1448-3P, Emergency Operational Procedures – Veterans' Plaza, Religious and Vocal Groups, Phase Two.

MOVED and duly approved to refer 70-1449-1, Emergency Operational Rule – Face Mask to the COVID-19 Ad hoc Committee for review.

MOVED and duly approved to amend 70-1448-3O, Emergency Operational Procedures – Clubhouse Four, Lapidary Studio, amending the maximum number of members to six.

Finance Committee – Approve RV Lot Lease

MOVED and duly approved to refer Leisure World Trailer Club lease, for the period of August 1, 2020 through December 31, 2021, for \$1.00 to the Recreation Committee for review.

Adopt 40-5523-2, Accounts Receivable Collections - Fees

MOVED and duly approved to adopt 40-5523-2, Accounts Receivable Collections – Fees, as presented, removing the fees from 40-5523-1, Accounts Receivable Collections.

Finance Committee – Amend 40-2920-3, Budget Controls

MOVED and duly approved to amend 40-2920-3, Budget Controls, restructuring the document language in a more concise form, as presented.

Finance Committee – TENTATIVE VOTE - Amend 40-5061-2, Fees

CONCURRED to remove this item from the agenda packet and refer to the Finance Committee for review.

Finance Committee – Amend 40-5115-3, Finance Committee Charter

MOVED and duly approved to amend 40-5115-3, Finance Committee Charter, revising the procedure to appoint a Vice Chair and clarifying the duty of the Committee regarding review and analysis of funding requests, as presented.

Finance Committee – Amend 40-5523-1, Accounts Receivable Collections

MOVED and duly approved to amend 40-5523-1, Accounts Receivable Collections, updating GRF Committee name (Communications/IT) and referencing governing document 40-5523-2, Accounts Receivable Collections – Fees, for returned check fees, as presented.

Physical Property Committee – Capital Funding Request – Amphitheater Loft Location

MOVED and duly approved to award contracts to Schlick Services, \$12,522, Custom Glass, \$2,935, Cornerstone Flooring, \$6,543 and Projector Screen Store (material, shipping, and tax) \$2,000, adding a project contingency of \$6,000, for a total cost not to exceed \$30,000, for the upgrades to the Amphitheater Loft, Capital funding, and authorize the President sign the required contracts and/or the Executive Director to initiate the purchases.

Physical Property Committee – Capital Funding Request – Clubhouse Three, Storage Closet Addition

MOVED and duly approved to award a contract to Bruno Alvarez, General Contractor, for the addition of approximately 190 to 200 square feet to Clubhouse Three, for the purpose of storage of Trust property, in the amount of \$37,000, and add a \$3,000 contingency, for a total cost not to exceed \$40,000, Capital funding, and authorize the President sign the contract.

Physical Property Committee – Reserve Funding Request – Paving Project, Foxburg Road

MOVED and duly approved a change order to MJ Jurado, for the complete grind and overlay of Foxburg Road, the removal of roots, and the replacement of flow lines and gutter, in the amount of \$96,225 and a \$10,000 contingency, for a total cost not to exceed \$106,225, Reserve funding, and authorize the Physical Property Chairperson to sign the change order.

Physical Property Committee – Reserve Funding Request – Trust Property Improvement, Safety Fence Replacement

MOVED and duly approved to award a contract to MJ Jurado, for the replacement of Trust Property pedestrian safety fences, located at St Andrews and Clubhouse Three, in an amount not to exceed \$21,465, Reserve funding, and authorize the President sign the contract.

Recreation Committee – Cancellation of Scheduled and Budgeted 2020 Recreation Programs Due to COVID-19

MOVED and duly approved the cancellation of all Recreation Department events for the remainder of 2020, including the Amphitheater season, as well as GRF and Library events and excursions, Exhibit A in the agenda packet, as amended (excepting the Veterans' Honor Banners).

Recreation Committee – Approve Naming of Golf Course

MOVED and duly approved the naming of the Trust property known as the Golf Course to Turtle Lake Golf Course and further approve awarding a \$250 gift card to the shareholder/member who submitted the winning name.

Recreation Committee – Approve Mini Farm Lease/Plan

MOVED and duly approved the Mini Farm Lease Agreement, as amended (increasing the Annual Plot Lease Fee to \$100).

Recreation Committee – TENTATIVE VOTE – Adopt 70-1451-1, Fitness Center Rules

MOVED and duly approved to refer 70-1451-1, Fitness Center Rules to the Recreation Committee and to corporate counsel for review.

Recreation Committee – TENTATIVE VOTE – Amend 70-1406-1, Limitations on Use of Trust Property – Rules

MOVED and duly approved to refer 70-1406-1, Limitations on Use of Trust Property - Rules, to the Recreation Committee for review.

Recreation Committee – TENTATIVE VOTE – Amend 70-1412-2-1, Smoking Prohibition
MOVED and duly approved to amend 70-1412.02-1, Smoking Prohibition, expanding the smoking prohibition to all GRF amenities and including “vaping” to products prohibited at all GRF amenities, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on November 24, 2020.

Recreation Committee – Amend 70-1422-3, Marquee Usage
MOVED and duly approved to refer 70-1422-3, Marquee Usage, to the Recreation Committee for review.

Recreation Committee – Amend 70-1423-3, Bulletin Board Usage
MOVED and duly approved to amend 70-1423-3, Bulletin Board Usage, updating the bulletin board locations and advising that any additional bulletin board locations will be determined by the Recreation Committee, as presented.

Recreation Committee – TENTATIVE VOTE - Amend 70-1447-1, Use of Community Facilities, Mini Farm - Rules

MOVED and duly approved to amend 70-1447-1, Use of Community Facilities, Mini Farm – Rules, establishing that Mini Farm plots holders must be GRF Members in good standing, adding a prohibition against alcoholic beverages, animals (excepting Qualified Service Animals), firearms, and radios, establishing rules for the length of leases, plot abandonment, lessee responsibilities of the plots, lessee guests, establishing plot maintenance expectations, establishing conditions for vacating a plot, establishing lease non-compliance actions, and informing plot holders that the Recreation Department has the right to review and adjust operating rules and to enter any plot at any time, as amended.

Recreation Committee – Amend 70-2609-1, GRF Equipment

MOVED and duly approved to amend 70-2609-1, GRF Equipment, establishing that custodial staff will monitor and document GRF equipment usage and establishing the conditions of loss of Clubhouse privileges, as presented.

Security, Bus & Traffic Committee – Adopt 80-1930-1, Traffic – Rules

MOVED and duly approved to refer the following governing documents to the Security, Bus & Traffic Committee for review: 80-1930-1, Traffic – Rules, 80-1930-3, Traffic – Procedures, 80-1937-1, Traffic – Rules, 80-1920-1, Traffic Rules and Regulations, 80-1925-1, Traffic Rules and Regulations – Enforcement on Trust Property, 80-1925-1, Parking Rules for Trust Property, and 80-1928-1, Golf Cart and Low Speed Vehicles Rules.

Website Ad hoc Committee – Capital Funding Request – Approve Contract with StormBrain

MOVED and duly approved the service proposal from Storm Brain, for the website redesign project, in an amount not to exceed \$57,930, Capital funding, with an initial contingency reduction of \$1,500 for ADA Compliance, and authorize the President to sign the proposal.

November 2, 2020, Recreation Committee

- MOVED to recommend the conceptual approval to devote staff time pertaining to Clubhouse Three Hallway as an Art Gallery, at the December meeting of the Recreation Committee;
- MOVED to recommend the Recreation Department bring back further estimates for the Tent Rental, Clubhouse Six Parking Lot, at the December meeting of the Recreation Committee;
- MOVED to conceptually approve a Cardboard Contest and request input from the Recreation Committee on additional parameters for this project;
- CONCURRED to develop various holiday activities, including golf cart parades and Mutual common area decorations. The Executive Director will present the idea at the Presidents' Council meeting;
- CONCURRED request staff to research the feasibility to convert The Friends of the Library Outside Storage Area to an outdoor display, at the December meeting of the Recreation Committee.

October 5, 2020, COVID-19 Ad hoc Committee

- CONCURRED to draft a chart on different criteria to identify issues to be considered in opening new areas and review at a work study;
- MOVED to recommend the GRF BOD adopt 70-1448-3I Knowledge and Learning Center – Emergency Operational Procedures, as presented;
- MOVED to recommend the GRF BOD adopt 70-1448-3Q Clubhouse Six Table Tennis, Phase One – Emergency Operational Procedures, as presented;
- MOVED to recommend the GRF BOD adopt 70-1448-3R Mission Park, Phase One – Emergency Operational Procedures, as amended.;
- MOVED to recommend the GRF BOD approve the implementation of 70-1448-3R Mission Park, Phase One – Emergency Operational Procedures;
- MOVED to recommend the GRF BOD adopt 70-1448-3S Golf Course, Phase Two – Emergency Operational Procedures, as presented;
- MOVED to recommend the GRF BOD adopt 70-1448-3T Golf Course, Phase Three – Emergency Operational Procedures;
- MOVED to recommend GRF BOD implement the use of Veteran's Plaza by choral and religious groups, subject to space availability.

November 10, 2020, Physical Property Committee

- MOVED to recommend the Physical Property Committee send this to the Strategic Planning Ad-Hoc Committee for review;
- CONCURRED to not further review the Sewer Repair or Replacement, Reserve Study;
- MOVED to recommend the GRF Board award a contract to MJ Jurado, for a total cost of \$23,600, including a \$2,000 contingency, to replace the entry drive to the RV Lot with concrete, pending review by the Finance Committee;
- CONCURRED to not further review the hands-free faucet, Trust Property;
- CONCURRED to not further review a three way stop at Oakmont and inform correspondent Mr. Edworthy of this decision;
- CONCURRED to request the Facilities Director provide a write up and a motion for the December meeting regarding power to Turtle Lake;

- CONCURRED to review the drainage ditch fencing, with additional information regarding infrared cameras from the IT department, at the December meeting;
- CONCURRED to not further review car charging options unless new or updated material is presented;
- MOVED to authorize \$100 for a Tesla quote pertaining to solar panels for the roofs at the pool and get additional quotes from multiple representatives;
- CONCURRED to recommend the Finance Committee review and conceptually approve and recommend to the GRF Board renovation of a section of Building Five and develop policy for the commercial use of approximately 248 square feet of Trust Property;
- MOVED to recommend the GRF Board amend 60-5130-3, Physical Property Committee – Committee Charter.

November 12, 2020, Communications & IT Committee

- CONCURRED to approve the LW map, amended;
- CONCURRED to launch the community's social media accounts alongside updated lwsb website;
- CONCURRED to request the IT Supervisor present an action request for replacement of the surveillance cameras;
- CONCURRED to request IT Supervisor to reach out to the Tecnavia team regarding the e-edition setup;
- CONCURRED to request feedback on CH4 dais from the GRF Committees and BOD;
- CONCURRED to review at a work study in December: 20-5585-1, Advertising; 20-2806-2, Community Procedures, 20-5046-3, Records Management Procedures, 20-2860-1, Establishing Advertising Rates, and 20-5585-1, Advertising Policy; 20-2850-3, Advertising Commissions, 20-2861-1, Advertising for Estate and Patio Sales, 20-2866-1 Bilingual Advertising, 20-5581-1, Communications Department Advertising Policy, and 20-5583-3, Minibus Advertising.

November 12, 2020, Architectural Design & Review Committee

- MOVED to recommend the GRF Board award a contract to J & J Landscaping, for the Community Facilities Landscape Maintenance, for a total cost of \$370,800, for a three-year term funded from Operations;
- MOVED to recommend the GRF Board award a contract to J & J Landscaping, for the Golf Course Landscape Maintenance, for a total cost of \$502,200, for a three-year term funded from Operations;
- MOVED to select option One presented on the agenda packet, for the hall paint and artwork in Clubhouse Three, room ;
- MOVED to take no action on the Fitness Center wall art in Clubhouse Six;
- MOVED to select option A presented on the agenda packet, for the Golf Course Logo.

November 16, 2020, Finance Committee

- MOVED to authorize the Finance Director, write off \$2,518.20 of uncollectible news receivables;
- MOVED to recommend the GRF Board to accept for audit and forward to the GRF Board the financial statements for period ending October 31, 2020, as presented by the Director of Finance, and as reviewed by the Finance Committee;

- MOVED to recommend the GRF Board authorize the purchase of brokered CDs through Morgan Stanley totaling \$1.5 Million of reserve funds, with terms of 12 months, at the prevailing interest rates at the time of purchase and at the discretion of the financial advisors;
- MOVED to recommend the GRF Board approve the insurance proposal dated November 1, 2020, as submitted, in the amount of \$2,527,381, for the policy period of December 1, 2020 to November 30, 2021 and authorize the President to sign the required renewal documents, per the insurance proposal dated November 1, 2020, as prepared and submitted by DLD Insurance Brokers, Inc;
- MOVED to hire an independent Insurance Advisor, to assess the current and additional supplemental coverages for the Master Insurance policy;
- MOVED to decline the following supplemental coverages) (additional liability, additional D & O, excess property excluding flood and earthquake, excess flood, earthquake, active shooter/workplace violence) for the Master Insurance Policy;
- MOVED to recommend the GRF Board the approval for a one-year term commencing on January 1, 2021 and expiring on December 31, 2021, at the annual rent of one dollar (\$1.00), per the terms and conditions, the following lease agreements for the exclusive use of Trust property: Friends of the Library Club, Genealogy Club, Golden Age Foundation, Historical Society Club, Radio Club, Rolling Thunder Club, Theater Club, Video Producers Club, Mutual Eight, Leisure World Trailer Club;
- MOVED to recommend the GRF Board conceptual approval to renovate a section of Building 5 and develop a policy for the commercial use of approximately 248 square feet of Trust Property;
- MOVED to inform the Board that the Finance Committee has determined Capital funding in the amount of \$21,945.04, are available for the Information Stalker Trailer and have placed a temporary hold on these funds, pending Board Action;
- MOVED to inform the Board that the Finance Committee has determined Reserve Funding in the amount of \$23,600, are available and have placed a temporary hold on these funds, pending Board action on the proposed (to replace and/or extend the useful life of a Trust Property asset and/or component of the asset), to replace the existing asphalt entrance at the RV Lot as being recommended to the Board by the Physical Property Committee, per the Committees action request of November 10, 2020, Trust Property – RV Lot Entrance;

November 17, 2020, Website Redesign Ad hoc Committee

- CONCURRED to bring the community's Wikipedia page up to date.

Financial Recap – October 2020

As of the ten-month period ended October 2020, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$574,214.

Major variances are:

| | | |
|-------------------------|-----------|---|
| Wages, Taxes & Benefits | 1,292,351 | Favorable: Wages \$1,018K; P/R Taxes \$96K; Workers' Comp \$41K; Group Ins \$137K; average FTE < budget by 33.3 due to furloughs and reorganization |
| Temporary Agency Fees | (670,230) | Unfavorable: Temporary help for key positions. |
| Utilities | 95,832 | Favorable: Electricity \$83K; Gas \$17K |
| Community Entertainment | 289,486 | Favorable: Cancelled events due to COVID-19 |
| Newspaper Printing | 58,705 | Favorable: No anticipated price increase; Telephone Book, Annual Report, Spotlight publications not printed. |
| Rental Income | 50,216 | Favorable: Increase in unit sales |
| News Advertising | (201,917) | Unfavorable: Less demand for display ads |
| SRO Labor Cost Recovery | (277,178) | Unfavorable: Less billable hours due to assignment of GRF projects and less demand from Mutuals due to COVID-19. |
| Other Income | (43,161) | Unfavorable: Income from guest passes, permits, parking rental, parking fines, show sponsorships |

| | Fund Balance | Allocated For Current Projects | Allocated For Future Projects | For details, see page |
|------------------------|--------------|--------------------------------|-------------------------------|-----------------------|
| Reserve Funds | | | | |
| Repairs & Replacements | \$10,802,127 | \$1,465,651 | \$9,336,476 | 7 |

| | Fund Balance | Allocated Funds | Unallocated Funds | For details, see page |
|----------------------|--------------|-----------------|-------------------|-----------------------|
| Capital Funds | | | | |
| Capital Improvements | \$2,837,670 | \$971,490 | \$1,866,180 | 8 |

Total year-to-date approved unbudgeted operating expenses are \$74,398.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE OCTOBER 2020 FINANCIAL STATEMENTS
DATE: NOVEMBER 24, 2020
CC: FILE

At the regularly scheduled meeting of the Finance Committee on November 16, 2020, the Committee, in accordance with Policy 40-5115-3 and all applicable sections of the civil code 5500, duly moved to recommend to the Golden Rain Foundation Board of Directors acceptance of the October 2020 financial statements for audit.

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

Financial Recap – October 2020

As of the ten-month period ended October 2020, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$574,214.

Major variances are:

| | | |
|-------------------------|-----------|---|
| Wages, Taxes & Benefits | 1,292,351 | Favorable: Wages \$1,018K; P/R Taxes \$96K; Workers' Comp \$41K; Group Ins \$137K; average FTE < budget by 33.3 due to furloughs and reorganization |
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|------------------------|---------------------|---------------------------------------|--------------------------------------|------------------------------|
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|----------------------|---------------------|------------------------|--------------------------|------------------------------|
| Capital Funds | | | | |
| Capital Improvements | \$2,837,670 | \$971,490 | \$1,866,180 | 8 |

Total year-to-date approved unbudgeted operating expenses are \$74,398.

P.O. Box 2069
Seal Beach CA 90740

| Description | | | |
|-------------|---------------------------------------|--------------|-------------------|
| | Current Assets: | | |
| | Cash & cash equivalents | 413,478 | |
| 1122000 | Non-Restricted Funds | 379,872 | |
| | Receivables | 962,340 | |
| | Prepaid expenses | 46,878 | |
| | Inventory of maintenance supplies | 460,830 | |
| | | ----- | |
| | Total Current Assets | | 2,263,398 |
| | Designated deposits | | |
| 1211000 | Contingency Operating Fund | 1,000,000 | |
| | Reserve Fund | 10,802,127 | |
| 1212500 | Capital Improvement Fund-GRF | 2,837,670 | |
| | | ----- | |
| | Total designated deposits | | 14,639,797 |
| | Notes Receivable | | |
| 1411000 | Notes Receivable | 60,131 | |
| | | ----- | |
| | Total Notes Receivable | | 60,131 |
| | Fixed Assets | | |
| | Land, Building, Furniture & Equipment | 38,389,991 | |
| | Less: Accumulated Dep'n | (23,416,143) | |
| | | ----- | |
| | Net Fixed Assets | | 14,973,849 |
| | Other Assets | | ----- |
| | Total Assets | | 31,937,174 |
| | | | ===== |

P.O. Box 2069
Seal Beach CA 90740

| Description | | | |
|-------------------------------------|--|------------------|--------------------|
| Liabilities & Equity | | | |
| Current Liabilities: | | | |
| | Accounts payable | 409,577 | |
| | Project Commitments | 596,047 | |
| | Prepaid Deposits | 11,400 | |
| | Accrued payroll & payroll taxes | 608,171 | |
| | Unearned Income | 52,309 | |
| 2140000 | Deferred Revenue-Other | 12,500 | |
| | Accrued expenses | 187,751 | |
| 2139000 | Accrued Legal Settlement | 550,000 | |
| | Accrued property taxes | 26,541 | |
| | | ----- | |
| | Total Current Liabilities | 2,454,296 | |
| | Total Liabilities | | 2,454,296 |
| Equity | | | |
| Mutuals' Beneficial Interest | | | |
| 3211000 | Contingency Operating Reserve Equity | 1,000,000 | |
| 3212000 | Reserve Equity | 10,532,891 | |
| 3394000 | Capital Fund Equity | 2,833,208 | |
| 3310000 | Beneficial Interest in Trust | 14,388,081 | |
| | | ----- | |
| | Total Mutuals' Beneficial Interest | | 28,754,179 |
| 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 | (360,584) | |
| | | ----- | |
| | Total Excess Income | | (360,584) |
| 3920000 | Dep'n & Amortization | | (5,168,869) |
| | Net Stockholders' Equity | | 29,482,878 |
| | | ----- | |
| | Total Liabilities & Stockholders' Equity | | 31,937,174 |
| | | | ===== |

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended October 31, 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 | | 1,083,334 | | | 1,083,334 |
| Funded: Amenities Fees collected (406) | | 834,571 | 834,571 | | 1,669,142 |
| Funded: M17 Lease Fees collected (24) | | 5,880 | 5,880 | | 11,760 |
| Funded: Interest on Funds | | 167,811 | 26,260 | | 194,071 |
| Expenditures | | (1,798,094) | (506,784) | | (2,304,878) |
| Commitments | | (18,000) | | | (18,000) |
| 2019 Excess Income | 300,000 | | | | 300,000 |
| Net Monthly Activity | | | | 351,721 | 351,721 |
| Balance 10/31/2020 | 1,000,000 | 10,802,127 | 2,837,670 | 379,872 | 15,019,670 |
| Net Activity | 300,000 | 275,502 | 359,927 | 351,721 | 1,287,150 |

Golden Rain Foundation

Cash Flow Activity - All Reserves

For the Month of October 2020

| | Contingency Operating Fund | Reserve Fund | Capital Improvement Fund | Nonrestricted Funds | Total |
|------------------------------------|----------------------------------|-------------------|--------------------------------|------------------------|-------------------|
| Balance 9/30/2020 | 1,000,000 | 10,894,823 | 2,792,481 | 313,828 | 15,001,132 |
| Funded: Assessments | | 108,333 | | | 108,333 |
| Funded: Amenities Fees collected | (45) | 91,755 | 91,755 | | 183,510 |
| Funded: M17 Lease Fees collected | - | | | | - |
| Funded: Interest on Funds | | 4,416 | 2,966 | | 7,382 |
| Progress Payments on CIP | | | | | - |
| Expenditures | | (297,200) | (49,532) | | (346,732) |
| Commitments | | | | | - |
| Replenish funds for Donated Assets | | | | | - |
| Transfers between funds | | | | - | - |
| Net Monthly Activity | | | | 66,045 | 66,045 |
| Balance 10/31/2020 | 1,000,000 | 10,802,127 | 2,837,670 | 379,872 | 15,019,670 |
| Net Activity | - | (92,696) | 45,189 | 66,045 | 18,537 |

Golden Rain Foundation
Quick Balance Sheet Analysis
For the Period Ended October 31, 2020

SELECTED BALANCE SHEET ITEMS

| | Current Balance | Prior Month | Increase (Decrease) |
|-------------------------------------|--------------------|----------------|------------------------|
| Cash In Bank | 793,350 | 555,269 | 238,081 |
| Current Assets | 16,903,195 | 16,748,942 | 154,253 |
| Current Liabilities | 2,454,296 | 2,632,504 | (178,208) |
| Current Ratio | 6.89 | 6.36 | |
| Designated Deposits: | 14,639,797 | 14,687,304 | (47,507) |
| Reserve Fund | | | |
| Liability & Disaster Insurance Fund | | | |
| Capital Improvement Fund | | | |
| Contingency Operating Fund | | | |

RESULT OF OPERATIONS

| Current Month | Actual | Budget | Variance | % |
|-----------------------------------|----------------|-----------------|----------------|--------|
| Income | 1,556,233 | 1,448,141 | 108,092 | 7.46 |
| Expense | 1,431,933 | 1,401,448 | (30,485) | (2.18) |
| Net Materials Recovery(Pass Thru) | 0 | 0 | 0 | |
| Excess Income or (Expense) | 124,300 | 46,693 | 77,607 | |
| Year To Date | Actual | Budget | Variance | % |
| Income | 14,644,324 | 14,299,457 | 344,867 | 2.41 |
| Expense | 14,143,901 | 14,373,248 | 229,347 | 1.60 |
| Net Materials Recovery(Pass Thru) | 0 | 0 | 0 | |
| Excess Income or (Expense) | 500,423 | (73,791) | 574,214 | |

| Full Time Equivalents | | |
|-----------------------|-------------|----------------|
| For the Month | Average YTD | Planned - 2020 |
| 135.02 | 137.14 | 170.50 |

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: RESERVE FUNDS INVESTMENT PURCHASE
DATE: NOVEMBER 24, 2020
CC: FILE

At the regularly scheduled meeting of the Finance Committee on November 16, 2020, the members discussed the current investment ladder and reserve funds available for investing to fill in the gaps in the investment ladder.

Following this discussion, the Committee passed a motion to recommend the GRF Board authorize the purchase of brokered CDs, through Morgan Stanley, totaling \$1,500,000 of reserve funds, with a twelve (12) month term at the prevailing interest rates, at the time of purchase, and at the discretion of the financial advisor.

I move to approve the purchase of brokered CDs, through Morgan Stanley, totaling \$1,500,000 of reserve funds, with a twelve (12) month term, at the prevailing interest rates at the time of purchase, and at the discretion of the financial advisor.

Reserve Funds Investment Ladder as of November 16, 2020

| Term | Maturity Month | Investment Amount | Rate | Loc |
|------|----------------|-------------------|-------|-----|
| 0 | Nov-20 | 735,000 | 2.35% | M |
| 1 | Dec-20 | 735,299 | 2.13% | U/M |
| 2 | Jan-21 | 245,000 | 2.75% | U |
| 3 | Feb-21 | 1,110,000 | 1.18% | U/M |
| 4 | Mar-21 | 735,000 | 1.12% | U/M |
| 8 | Apr-21 | 245,000 | 3.05% | U |
| 6 | May-21 | 485,000 | 1.55% | U |
| 7 | Jun-21 | 245,000 | 1.00% | U |
| 8 | Jul-21 | 530,000 | 1.38% | U/M |
| 9 | Aug-21 | 630,000 | 0.43% | U/M |
| 10 | Sep-21 | 245,000 | 1.00% | U |
| 11 | Oct-21 | 935,000 | 0.97% | U/M |
| 12 | Nov-21 | 36,011 | 0.21% | M |
| 13 | Dec-21 | 102,153 | 0.05% | M |
| 14 | Jan-22 | - | | |
| 15 | Feb-22 | 245,000 | 0.20% | U |
| 16 | Mar-22 | - | | |
| 17 | Apr-22 | 285,000 | 0.10% | U |
| 18 | May-22 | - | | |
| 19 | Jun-22 | - | | |
| 20 | Jul-22 | - | | |
| 21 | Aug-22 | - | | |
| 22 | Sep-22 | - | | |
| 23 | Oct-22 | - | | |
| 24 | Nov-22 | - | | |
| 25 | Dec-22 | - | | |
| 26 | Jan-23 | - | | |
| 27 | Feb-23 | - | | |
| 28 | Mar-23 | - | | |
| 29 | Apr-23 | - | | |
| 30 | May-23 | - | | |
| 31 | Jun-23 | - | | |
| 32 | Jul-23 | - | | |
| 33 | Aug-23 | - | | |
| 34 | Sep-23 | - | | |
| 35 | Oct-23 | - | | |



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: **FINAL VOTE:** AMEND 70-1412.02-1, SMOKING PROHIBITION
DATE: NOVEMBER 12, 2020
CC: FILE

At its meeting on October 5, 2020, the Recreation Committee recommended the GRF Board amend 70-1412.02-1, Smoking Prohibition.

At its meeting of October 27, 2020, 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 29 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance of the Davis-Stirling Act, Civil Code §4360.

No correspondence was received, regarding amendment of 70-1412.02-1, Smoking Prohibition, during the 28-day notification to the membership period.

I move to amend 70-1412.02-1, Smoking Prohibition, expanding the smoking prohibition to all GRF amenities and including “vaping” to products prohibited at all GRF amenities, as presented.



RECREATION

Smoking Prohibition

*Smoking refers to inhaling, exhaling, burning or carrying of any lighted or heated tobacco/marijuana product, as well as non-tobacco smoking substances and smoking instruments.

1. 1. Smoking is prohibited in all GRF amenities. the Amphitheater area, including the stage, rest rooms and sound booth.

2. 2. Smoking is prohibited in all Trust buildings and within twenty feet of all Trust Buildings.

3. ~~Smoking is prohibited on the golf course, in the interior of the golf starters' area, and rest rooms.~~

4. ~~Smoking is prohibited in the pool area.~~

5. 3. Smoking* or other use of tobacco and/or marijuana products (included, but not limited to, cigarettes, e-cigarettes/vaping, pipes, cigars, hookahs, snuff, all forms of smokeless tobacco or chewing tobacco) is not permitted.

~~*Smoking refers to inhaling, exhaling, burning or carrying of any lighted or heated tobacco/marijuana product, as well as non-tobacco smoking substances and smoking instruments.~~

Document History

| | | |
|---------------------|---------------------|--------------------|
| Adopted: 18 Sept 84 | Amended: 16 Apr 91 | Amended: 20 Dec 94 |
| Amended: 20 Jan 98 | Amended: 16 Oct 01 | Amended: 28 Jul 06 |
| Amended: 18 Sep 07 | Amended: 25 Nov 14 | Amended: 24 May 16 |
| Amended: 21 Jun 16 | Reviewed: 02 Aug 17 | Amended: 23 Jul 19 |

Keywords: Recreation Smoking



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: **FINAL VOTE:** AMEND 70-1447-1, USE OF COMMUNITY FACILITIES, MINI FARM – RULES
DATE: NOVEMBER 19, 2020
CC: FILE

At its meeting on October 05, 2020, the Recreation Committee recommended the GRF Board amend 70-1447-1, Use of Community Facilities, Mini Farm – Rules.

At its meeting of October 27, 2020, 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 29 edition on the *LW Weekly*. Members were welcomed to submit their comments or questions to the Board Office on this matter. This process is recommended in accordance with the Davis-Stirling Act, Civil Code §4360.

One item of correspondence was received, regarding amendment of 70-1447-1, Use of Community Facilities, Mini Farm – Rules, during the 28-day notification to the membership period.

I move to amend 70-1447-1, Use of Community Facilities, Mini Farm – Rules, establishing that Mini Farm plots holders must be GRF Members in good standing, adding a prohibition against alcoholic beverages, animals (excepting Qualified Service Animals), firearms, and radios, and establishing rules for the length of leases and plot abandonment. Further, amended are lessee responsibilities of the plots, lessee guests, establishing plot maintenance expectations, and establishing conditions for vacating a plot. Additionally, establishing lease non-compliance actions, and informing plot holders that the Recreation Department has the right to review and adjust operating rules and to enter any plot at any time is included, as presented.

From: Gary Burkel <gnburkel@gmail.com>

Sent: Sunday, November 8, 2020 8:16 AM

To: Leah Perrotti <lperrotti@lwsb.com>; Susan Hopewell <shopewell@lwsb.com>

Subject: Mini farm lot number 65

Dear Leah,

I was told by somebody at the Mini Farm that the annual lease of a plot is increasing to \$100. Hopefully this is for a whole plot not for each gardener sharing a spit lot? I am not sure how \$100 would be fair? I have a garden at Edison park in Seal Beach and they charge \$75 for a 12' BY 24' space.

By the way, I have called someone at (562) 485-6994 (spoke once, left a message) a couple of times regarding a gardener adjacent to me who took down the fence between our gardens. The fence has been down for over a month. I have never gotten a return phone call.

If it is true that increasing the lease price is being considered, will there be a meeting I could attend when the logic supporting the decision will be discussed?

Thank you,

Gary Burkel



RECREATION

Use of Community Facilities, Mini Farm – Rules

1. GENERAL REGULATIONS

The Recreation Department is responsible for the fair and equitable use of the Mini Farm area also known as the 1.8 acres. The Recreation Department will also be responsible to ensure that all of the conditions of these rules are followed.

1.1. The Mini Farm plots are for Golden Rain Foundation (GRF) Members in good standing only. Only one plot shall be assigned per household.

1.2. ~~No vaping or use of any type of tobacco products will be permitted within the Mini Farm areas at any time.~~ The Mini Farms are a non-smoking, tobacco-free, vapor-free, drug-free environment.

1.3. Alcoholic beverages may not be brought into the Mini Farm area.

~~1.1.1.4.~~ No animals allowed in the Mini Farm area: exception Qualified Service Animals will be allowed in the garden if staying with their owner. only.

~~1.2.~~ 1.5. Lessee may not carry, use, or store firearms or weapons of any kind in the Mini Farm area.

~~1.3.~~ 1.6. Radios are not allowed. If you would like to use your music devices, headphones are required.

~~1.4.~~ 1.7. Spaces shall be leased on an annual basis or a maximum of six consecutive years. for a period of six years. Upon the completion of the sixth ~~a six year lease,~~ the Lessee must relinquish their plot. The Lessee can can go back on the waiting list. ~~Effective January 1, 2021, 0 all plot holders in excess of six years still have a remaining year must relinquish their plot.~~

~~1.5.~~ 1.8. Plots shall not be abandoned, traded or given up to another GRF Member by the Lessee. If you choose to relinquish your space, you must notify the Recreation Department and your space will be reassigned to the next GRF Member on the waiting list. No refunds shall be issued for any monies paid to GRF.

1.9. ~~Plots must be worked by the GRF Member only.~~ Lessee is responsible for the planning and management of their own plots, including providing seeds, plants, amendments, and any tools. Plots must be worked solely by the Lessee. Exception: In case of an injury or temporary illness, Lessee shall notify the GRF Recreation Department in writing and ~~other arrangements may be made~~ “garden angel” can be assigned to care for your garden for up to 2 (two) weeks with the approval of the Recreation Department.

1.10. Lessee may bring a guest, including children, into the Mini Farm area, provided that the guest complies with the code of conduct. Children must always be accompanied by an adult.

~~1.6.~~

RECREATION**Use of Community Facilities, Mini Farm – Rules**

~~4.7.1.11.~~ 1.11. GRF Members and their Guest may not enter other plots or harvest ~~fruits or vegetables~~ produce in plots assigned to other GRF members without explicit written permission from that plot's Lessee.

~~4.8.1.12.~~ 1.12. Lessee will keep clean and neat any common areas, such as pathways. Lessee will promptly report any concerns about safety of the garden to the GRF Recreation Department. The pathway along the wall bordering Nassau Drive and all walkways must always be kept clear of gardening tools and plant materials from the plots.

~~4.9.1.13.~~ 1.13. Storage containers made of metal or wood are not permitted; storage container must be the type approved by the Recreation Committee and the storage container and tools must be kept within the boundaries of the designated plot. ~~No metal or wooden storage containers are permitted.~~

1.14. Neither trellises nor fences may exceed 7 feet in height to avoid shading a neighbor's plot. ~~Structures or decorations shall not conflict with community standards.~~

1.15. Structures to encourage vertical growing, including arbors, trellis, tree branch frames, and cages are only allowed during growing season if they are functional, orderly, safe, and do not conflict with community standards.

1.16. GRF does not permit the construction or existence of permanent shelter structures within the individual plots, including personal sheds, storage, or shade units.

~~4.10.~~

~~4.11.1.17.~~ 1.17. One faucet and hose ~~are~~ is set up for up to four plots for watering. The plots that are assigned to that area have exclusive use of the water fixture. ~~when the plot is being worked.~~

1.18. Automatic sprinklers and soaker hoses are forbidden. ~~GRF Members~~ Mini Farmers must turn off water faucet or valve before leaving the plot. Mini Farmers shall not leave watering unattended at any time.

~~4.12.~~

~~4.13.1.19.~~ 1.19. Crushed rock or gravel is not permitted inside the plots. Any existing crushed rock or gravel must be removed from the plot upon vacating.

1.20. No wood treated with wood preservative shall be used in any plot.

1.21. No piles of wood, brick, pipes, hoses, or fencing shall be stored in plots.

1.22. The use of "scrap" materials, such as broken bricks or pavers, scraps of wood, metal, or plastic is not permitted

1.23. Items not authorized must be disabled and removed from the plot by required compliance date.



RECREATION

Use of Community Facilities, Mini Farm – Rules

1.14.

~~1.15.~~ **1.24.** All trees, miniature trees, shrubs or bush type fruit trees must be potted with a solid base underneath, and not exceed 7 feet tall. Existing trees or shrubs cannot extend over walkways or exceed 7 feet in height during any month of the year. Any existing tree shall be cut down when a lot is vacated before being assigned to a new GRF Member. No more than 10% of plot may be planted in flowers, the remaining balance shall be used to plant produce.

1.25. The Recreation Department may order the forfeiture of a plot when any Mini Farmer does not maintain His/her plot as described in the rule. Failure to plant at least ~~75~~60% of a plot for three (3) ~~months of the four seasons, spring, summer, fall and winter,~~ shall be sufficient cause to forfeit the plot.

1.26. If a plot appears untended (overgrown weeds, unharvested), you will be issued a violation notice. If the violation is not remedied by the required compliance date, the GRF Recreation Department may evict Lessee upon three violations.

1.16.

~~1.17.~~ **1.27.** GRF Members shall park in designated parking spaces only.

~~1.18.~~ **1.28.** Dumpsters are available for the disposal of green waste and regular trash. The removal of discarded items from the dumpster will not be permitted at any time.

1.29. Plots must be cleared of all vegetation and weeds before vacating plot. Failure to clean plot for final inspection will result in loss of lease deposit and Mini Farm future privileges.

1.30. If the Mini Farmer fails to comply with any terms of the lease within the allotted compliance time, then garden plot will be immediately forfeited with no refund of fees, nor will they be entitled to any payment or reimbursement from the GRF for any materials planted, growing, or otherwise located within the Community Garden or for any improvements made on the premises. All or any part of such material and improvements shall become the property of the GRF.

1.19.

2. HOURS OF OPERATION

7:00 a.m. to dusk seven (7) days a week.

3. MAINTENANCE OF PLOTS

3.1. To prevent the breeding of flies, harboring of rats, or air contamination, all decaying compost or newly delivered fertilizer shall be properly cared for by effectively sealing in plastic bags, or by turning it under in the plot within 48 hours.



RECREATION

Use of Community Facilities, Mini Farm – Rules

- 3.2. Remove all garden trash, spent plants, clippings, and leaves from the plot daily in the provided green waste bins.
- 3.3. Keep all plots, including the area to the center of the adjacent pathways, free from all grass and weeds through the year, whether or not the garden is planted or fallow.
- 3.4. Use care and caution while watering in order to keep from flooding neighboring plots and pathways.
- 3.5. Use care when spraying or dusting for bugs, snails, and other garden pests. Members must make every effort to ensure there is no drifting of pesticides to adjoining plots. GRF does not permit the use of Roundup on Trust property. See addendum A for approved pest control.
- 3.6. Store only the garden material necessary to supporting, staking or containing the plantings, neatly within the perimeter of one's assigned garden plot. No plants or vines shall be allowed to grow past a fence or property line, over walkways or sidewalks. No exterior fence will be used as a trellis on which to grow plants or vines.
- 3.7. GRF is not liable for loss or damage to personal property, vandalism to the garden parcel, and/or destruction of crops due to disease, pests, rodents, gophers, or inclement weather.
- 3.8. All items stored within the garden plot must be essential to gardening. Pesticides of any kind may not be stored at the Mini Farm. Items such as wooden stakes, tomato cages, etc. must be kept in a neat and orderly manner. Materials may not be stores against either the perimeter fencing of the plot or Mini Farm.
- 3.9. GRF is responsible for the maintenance and pest control of the common areas. Lessee is responsible for maintenance and pest control within their plot.
- 3.10. Lessee is responsible for the cost, installation, and maintenance of fencing. Staff must approve any fence or other structure prior to installation and follow GRF guidelines. Staff will provide written approval/permit for installation. This permit must be displayed at the plot for 30 days. See addendum B for approved fencing.
- ~~3.6.~~

4. CORRECTIVE ACTION

- 4.1. The Recreation Committee may order the forfeiture of any plot when the GRF Member fails to comply with this set of rules or any action in violation of the established Code of Conduct policy.



RECREATION

Use of Community Facilities, Mini Farm – Rules

4.2. The Recreation Department reserves the right to review and adjust the operating rules to accommodate the needs of the community at any time. The Recreation Department also reserves the right to enter any plot at any time.

~~4.1.~~

Document History

Adopted: 26 Nov 19 Amended: 28 Jan 20

Keywords: Mini Farm Garden Plot
 1.8 Acres

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: **TENTATIVE VOTE:** ADOPT 40-3182-2, MEMBER/OWNER (M/O) AND RENTER/LESSEE (R/L) FINES, FEES AND DEPOSITS
DATE: NOVEMBER 18, 2020
CC: FILE

On September 28, 2020, Governor Newsom signed [AB 3182](#) into law, which goes into effect January 1, 2021. The new law requires revision of all governing documents to include but be limited to:

- Voids rental caps more restrictive than 25%;
- Allows 30-day lease restrictions but appears to void anything greater than 30 days (law firms are split on this point);
- Mandates all associations amend their governing documents;
- Voids restrictions on January 1 but allows associations until December 31, 2021 to amend their governing documents; and
- Imposes a penalty of \$1,000 on associations that do not comply.

GRF, acting under management agreements with the Mutuals, must supply support services as directed and on behalf of the Mutual Boards policies to be compliant with provisions of AB3182. GRF membership is a requirement to dwell within the community including reasonable use policies and fees. 40-3182-2 is required for GRF to be compliant with AB 3182.

I move to adopt 40-3182-2, Member/Owner (MO) and Renter/Lessee (R/L) Fines, Fees and Deposits, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on December 23, 2020.



FINANCE

Member/Owner (M/O) and Renter/Lessee (R/L) Fines, Fees and Deposits

The following schedule of fines, fees and deposits is established by the Golden Rain Foundation (GRF) for M/Os and R/Ls. Any unpaid fines, fees or charges incurred by an R/L are the ultimate responsibility of the Member/Owner (M/O).

1. M/O FEES

Five Hundred (\$500) dollar Stock Transfer Office (STO) Rental Processing fee.

2. M/O FINES:

2.1 Five Hundred (\$500) dollar fine for failure to surrender each GRF ID card.

2.2 One Hundred (\$100) dollar fine for failure to surrender each GRF issued vehicle decal.

2.3 One Hundred (\$100) dollar fine for failure to surrender each GRF Entry pass.

2.4 One Hundred (\$100) dollar fine for failure to surrender each GRF issued caregiver pass.

3. R/L FEES:

3.1 GRF Trust Property Use Fee (TPUF).

3.1.1 TPUF is calculated as twenty-five (25) times the monthly GRF assessment and rounded up to the nearest dollar.

3.1.2 The TPUF fee starting in January 2021 is \$4,127 per person. No financing permitted.

3.1.3 Any TPUF refund will be prorated over five (5) year period based on lease date. If R/L moves out before five (5) years is up the excess will be refunded within sixty (60) days after R/L moves out of the Community. No partial years will be refunded.

3.1.4 If R/L moves to another rented/leased Residential unit within thirty (30) days, the TPUF will be transferred to the new Residential unit.

3.1.5 If R/L purchases a Residential unit in LW within thirty (30) days after their lease expires, the TRUF will be transferred to the purchased Residential unit.

3.2 One Hundred (\$100) dollar annual non-refundable fee per animal registration.

3.2.1 Mutual Board has the final say so on pets being allowed in the Mutual.



FINANCE

Member/Owner (M/O) and Renter/Lessee (R/L) Fines, Fees and Deposits

4. DEPOSITS

4.1 A refundable deposit of five hundred (\$500) dollars will be charged for each GRF renter ID card.

4.2 A refundable deposit of one hundred (\$100) dollars will be charged for each GRF renter issued vehicle decal.

4.3 A refundable deposit of one hundred (\$100) dollars will be charged for each GRF renter issued caregiver pass.

Document History

Adopted: XX XXX 20

Keywords: Fine Fee Deposit Rental

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: AB 3182 AD HOC COMMITTEE
SUBJECT: **TENTATIVE VOTE:** ADOPT 40-3182-1, MEMBER/OWNER (M/O) AND RENTER/LESSEE (R/L) - RULES
DATE: NOVEMBER 18, 2020
CC: FILE

On September 28, 2020, Governor Newsom signed [AB 3182](#) into law, which goes into effect January 1, 2021. The new law requires revision of all governing documents to include but be limited to:

- Voids rental caps more restrictive than 25%;
- Allows 30-day lease restrictions but appears to void anything greater than 30 days (law firms are split on this point);
- Mandates all associations amend their governing documents;
- Voids restrictions on January 1 but allows associations until December 31, 2021 to amend their governing documents; and
- Imposes a penalty of \$1,000 on associations that do not comply.

GRF, acting under management agreements with the Mutuals, must supply support services as directed and on behalf of the Mutual Boards policies to be compliant with provisions of AB3182. GRF membership is a requirement to dwell within the community including reasonable use policies and fees. 40-3182-1 is required for GRF to be compliant with AB 3182.

TO adopt 40-3182-1, Member/Owner (MO) and Renter/Lessee (R/L) – Rules, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on December 23, 2020.



MUTUAL ADMINISTRATION

Member/Owner (M/O) Renter/Lessee (R/L) – Rules

1. PURPOSE

To establish rules for the use of Trust Property by Member/Owner (M/O) and Renter/Lessee (R/L).

This policy only covers Golden Rain Foundation (GRF) requirements. The Mutuals will have their separate requirements addressed in the Mutuals' individual rules and policies.

2. GENERAL INFORMATION

Member/Owners per the occupancy Agreements for Mutuals 1-12, 14-16 and Mutual 17's CCR(s): All **Shareholder/Members are solely responsible** for the actions of their R/Ls; therefore they are solely responsible for the fines/fees and penalties incurred by their R/Ls. Fines/Fees not paid by the R/Ls and their guests will be assessed on the M/O account with the (GRF).

3. M/OS IN MUTUAL SEVENTEEN

3.1. All current Mutual 17 M/Os will remain under their old agreements as long as the current R/L remains in the Residential unit. When they move out the M/O will then be subject to this rule. See 40-5061-2.

3.2. All M/Os who rent/lease their Residential unit on or after January 1, 2021 must adhere to this new rule. See 40-5061-2.

4. R/LS IN MUTUAL SEVENTEEN

4.1. All current Mutual 17 R/Ls will remain under their old agreements until they move out of their Residential unit.

4.2. All new R/Ls in Mutual 17 on or after January 1, 2021 must follow the rules laid out in Section 7.

5. LESSOR – M/O FOR ALL MUTUALS

5.1. Any M/O who rents their unit in Leisure World **must** give up their use of all amenities during the time their unit is rented. When moving back into the Community their privileges will be reinstated except for the following:

5.1.1. All RV leases and 1.8 acres (Mini farms) leases will be terminated the date the rental agreement takes effect. M/Os can be added to the waiting list(s) the day they move back into the Community, but no spaces will be guaranteed.



MUTUAL ADMINISTRATION

Member/Owner (M/O) Renter/Lessee (R/L) – Rules

6. THE M/OS IN ALL MUTUALS MUST DO THE FOLLOWING BEFORE THE RENTAL CAN BE COMPLETED:

- 6.1.** Each M/O must pay a non-refundable STO Processing Fee. See 40-3182-2.
- 6.2.** ID CARDS: Return all GRF issued ID Cards for the unit to the Stock Transfer Office (STO). Failure to return the card(s) will result in a fine. See 40-3182-2, for amount.
- 6.3.** Have vehicle(s) (R/V/car/truck/golf cart/scooter/bicycle/motorcycle) decals removed by the Security Department (SD). Security will give the M/O a form with all vehicles listed at their unit, signed off by SD as confirming decals have been removed. If any of the vehicles listed have been transferred, proof of such transfer will be needed. The form is to be given to the STO. All M/O vehicles listed must be removed from the Community. Any vehicles owned by the M/O that are not removed from Trust Property, will be towed at the owner's expense.
 - 6.3.1.** M/O RV Lot lease will expire the day the Residential unit lease commences, and the M/O must remove any RV's from the RV Lot within thirty (30) days of effective day of lease. Failure to remove vehicle will result in towing at owner's expense.
- 6.4.** ENTRY PASSES: All GRF issued entry passes (4) assigned to this Residential unit must be returned to the STO. Failure to return will result in a fine. See 40-3182-2.
- 6.5.** CAREGIVER PASSES: All GRF issued caregiver passes must be returned to the STO. Failure to return will result in a fine. See 40-3182-2.

7. THE R/L IN ALL MUTUALS MUST DO THE FOLLOWING BEFORE THE RENTAL CAN BE COMPLETED:

- 7.1.** Satisfy all rules, regulations and policies for meeting the age-qualifications for residing in the community.
- 7.2.** Pay in advance the GRF Trust Property Use Fee (TPUF). See 40-3182-2. All R/L moving into the community must pay the TPUF. The TPUF for 2021 is \$4,127.
- 7.3.** Pay a refundable deposit per GRF ID Card. See 40-3182-2. All R/L living in the unit must have a GRF ID Card. When moving out, the deposit(s) will be returned within sixty (60) days after relinquishing the card(s).
- 7.4.** Pay a refundable deposit per vehicle (R/V/car/truck/golf cart/scooter/bicycle/motorcycle) decal affixed by the Security Department (SD). All vehicles on GRF Trust Property must have a decal. Deposit(s) will be returned within sixty (60) days after decals have been removed by the SD and a form signed by the SD has been turned into the STO. See 40-3182-2 for amount.
- 7.5.** The following fees must be paid prior to moving in: See 40-3182-2.



MUTUAL ADMINISTRATION

Member/Owner (M/O) Renter/Lessee (R/L) – Rules

- 7.5.1. Pet registration (if allowed by Mutual), an annual non-refundable fee per animal is required. See 40-3182-2. This includes emotional support, comfort, or service animals. See 50-1023-1 for paperwork requirements.

8. ACCESS TO COMMUNITY BY M/O

If the M/O requires access to the Community as a member of the Health Care Center (HCC) and wishes to continue as such, or to manage the M/Os affairs with his/her Residential unit (i.e. maintenance, attending to their R/L, etc.) they will need to do the following:

- 8.1. Contact the HCC to arrange access to the Community for their appointments.
- 8.2. Contact the SD to arrange temporary access to the Community for the limited purpose to attend to their Residential unit and/or R/L.

9. ANNUAL ASSESSMENT PACKAGE

When the annual packet containing next year's assessment amounts, disclosures and current year property tax amounts are mailed to M/O, there will be no entry passes included.

10. FINES

Fines can be appealed by the M/O only, by petitioning the Finance Committee (FC). If FC does not approve removing the fine and it is not paid by the M/O, the fine will be assessed on the M/Os account with GRF. Appealing the FC's decision can be made to the Community Violation Panel. (See 30-5093-3).

11. RENTER/LESSEE (R/L) IN ALL MUTUALS

The R/L will be required to follow the same GRF rules as anyone owning or living in the Community. See website lwsb.com, for all GRF rules, and the M/O is ultimately responsible for the actions and conduct of their R/Ls.

12. ADDITIONAL INFORMATION

- 12.1. To lease a space in the RV Lot, see 70-1487-1. If the R/L moves out of the Community, this vehicle will need to be removed immediately.
- 12.2. To lease a space in the 1.8 acres (Mini farms), see 70-1447-1 for leasing a space. If the R/L moves out of the Community, this lease will be terminated immediately.
- 12.3. No entry passes will be given to the R/L. All guests will need to be called in at the main gate.



MUTUAL ADMINISTRATION

Member/Owner (M/O) Renter/Lessee (R/L) – Rules

Document History

Adopted: XX XXX 20

Keywords: Member Owner Renter Lessee

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN REVIEW COMMITTEE
SUBJECT: OPERATIONS FUNDING REQUEST - LANDSCAPE CONTRACT, COMMUNITY FACILITIES MAINTENANCE
DATE: NOVEMBER 16, 2020
CC: FILE

The landscape contract for Community Facilities Maintenance expires on December 31, 2020. The Physical Property Department sent out an RFP to four contractors and received the following bids:

| Bid Summary | | | | | | | |
|---|------------------|---------------|------------------|---------------|------------------|---------------|---------------|
| Landscape Maintenance - Community Facilities 2021-2022-2023 | | | | | | | |
| Project # 960-20 | | | | | | | |
| Bidder | Year 1 - monthly | Year 1 | Year 2 - monthly | Year 2 | Year 3 - monthly | Year 3 | 3 Year Total |
| Anguiano Lawn Care | \$ 14,320.00 | \$ 171,840.00 | \$ 14,320.00 | \$ 171,840.00 | \$ 14,320.00 | \$ 171,840.00 | \$ 515,520.00 |
| J & J Landscaping | \$ 10,100.00 | \$ 121,200.00 | \$ 10,300.00 | \$ 123,600.00 | \$ 10,500.00 | \$ 126,000.00 | \$ 370,800.00 |
| Pinnacle Landscape Management | \$ 17,146.00 | \$ 205,752.00 | \$ 17,746.00 | \$ 212,952.00 | \$ 18,367.00 | \$ 220,404.00 | \$ 639,108.00 |
| Total Landscape Maintenance | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid |

The current contractor is Anguiano Lawn Care, and the current yearly contract cost is Community Facilities - \$171,840. Funding for the Community Facilities 2021 budget is \$179,000.

At a special meeting on November 12, 2020 the Architectural Design Review Committee (ADRC) unanimously recommends the GRF Board award a three-year contract to J&J Landscaping for the Community Facilities Landscape Maintenance at a total cost of \$370,800. Specifications attached as exhibit A. Proposal is attached as exhibit B.

I move to award a contract to J&J Landscaping for the Community Facilities Landscape Maintenance, at a cost of \$370,800, for a three-year term, Operations funding, and authorize the President to sign the contract.

EXHIBIT A
GENERAL SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE SERVICE
FOR
GOLDEN RAIN FOUNDATION COMMUNITY FACILITIES
PROJECT # 960-20
LEISURE WORLD - SEAL BEACH

These General Specifications are established as standard performances and requirements for the maintenance and upkeep of the landscape areas at the Community Facilities.

All provisions in the General Specifications shall apply to the Community Facilities in addition to the following specifications and services for each individual facility or facilities.

A. SCOPE OF WORK:

1. Contractor shall furnish all labor, materials, equipment, transportation, tools, services and special skills required to perform and maintain landscape maintenance service as set forth in these specifications and in keeping with the highest standard of quality and performance.
2. Maintenance of the Golden Rain Foundation Community Facilities shall include maintenance of all plant material and irrigation systems. Maintenance of plant material shall include, but not limited to mowing, trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, minor tree surgery, thatching, plant replacement and cleanup of surface drainage improvements. It shall be the Contractor's responsibility to provide sufficient maintenance methods to keep all landscape sites in a state of vigorous growth and good repair. Irrigation maintenance shall include efficient operation of the systems, seasonal adjustments, periodic fine tuning and repairs.

B. AREAS INCLUDED:

1. Landscape maintenance and improvement of Community Facilities shall be performed in all areas as indicated below and as shown on the attached map of Leisure World. Color Code on attached Leisure World Map indicates the facility: Yellow - Community Facilities.

a. Community Facilities:

Refer to Exhibit A drawing for locations numbered:

- 1 Areas surrounding Clubhouse 1
- 2 Areas surrounding Clubhouse 2
- 3 Areas surrounding Clubhouse 3
- 4 Areas surrounding Clubhouse 4
- 5 Areas surrounding Clubhouse/Building 5
- 6 Areas surrounding Clubhouse 6
- 7 Ground cover along outside of perimeter wall on Seal Beach Boulevard
- 8 Leisure World Health Care Center and Parking Areas
- 9 Main Gate exit/entry and world globe at Seal Beach Boulevard
- 10 Resales Office
- 11 Westminster Easement weed abatement
- 12 Amphitheater, Post Office and parking areas
- 13 Leisure World Library and parking area
- 14 Perimeter Wall north side of Leisure World from North Gate Road down the bike path to northwest corner of Leisure World
- 15 Amphitheater, offices, and parking lot areas.
- 16 Administration Building
- 17 Swimming Pool (inside and outside areas)
- 18 Perimeter wall from 1.8 Acres to Building 204 in Mutual No. Eight
- 19 West side of El Dorado Drive between Building 199 in Mutual No. Eight and Clubhouse 2
- 20 West side of Canoe Brook Drive between Maintenance Yard and Clubhouse 2
- 21 Shrubs, ivy and weed control at and along the Golden Rain Road canal
- 22 St. Andrews Drive median strip
- 23 North side of Nassau Drive between Brookline Road and Oak Hills Drive
- 24 1.8 Acre site at Nassau Drive
- 25 Perimeter Wall from St. Andrews Drive, south to the Post Office
- 26 North side of Perimeter Wall outside St. Andrews Drive Gate entrance
- 27 South side of Perimeter Wall outside St. Andrews Drive Gate entrance
- 28 Area between Buildings 202 and 203 in Seal Beach Mutual No. Eight
- 29 Parking lot east of Golf Course and west of Mutual No. 14

- 30 Maintain Main Gate Security building and News office potted exterior plants
- 31 South end of Golden Rain Road, in and around the circle in Mutual No. Two by Buildings 70, 71, and 72
- 32 Veterans' Plaza at Clubhouse 2
- 33 RV lot located near Clubhouse 2 on El Dorado Drive

C. GENERAL REGULATIONS:

- 1. Regular work days shall be Monday through Friday from 8:00 a.m. to 4:30 p.m. Crews shall not operate on Saturdays, Sundays and holidays observed by the Golden Rain Foundation, unless specifically requested by the Owner.
- 2. Contractor must maintain a State Landscaping Contractor's License and must comply with all other licenses and permits required by the Federal Government, State of California, County of Orange, City of Seal Beach and Golden Rain Foundation.
- 3. Contractor shall provide and maintain Workers' Compensation Insurance (\$1,000,000 minimum), as required by the State of California, A separate endorsement waiving subrogation against Golden Rain Foundation and Mutuals 1-17 for losses arising from work performed by or on behalf of the named insured, General Liability (\$1,000,000 minimum limits) and Automobile Liability Insurance (\$1,000,000 minimum limits) as required by the Golden Rain Foundation.
- 4. All materials supplied by the Contractor shall be first quality and shall meet all agricultural regulations and horticultural requirements.
- 5. The use of the product "Roundup" or any product with similar composition is banned from the community both on Golden Rain Foundation and Mutuals 1-17 properties.
- 6. A Copy of the Material Data Safety (MDS) sheets for chemicals and various landscape products used by the Contractor (i.e. fertilizer, weed killer, insecticide) will be collected for the Physical Property Office files.

D. INDEMNITY:

- 1. Contractor hereby agrees to save and indemnify and hold harmless the Owner, Owner's agent or servants, resident, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutuals against all liability, claims and judgments

or demands for damages arising from accidents to persons or property occasioned by the acts or actions of the Contractor, his agents or employees, the Owners, its agents or employees, or any third person, and to further indemnify Owner against all claims or demands for damages arising from accidents to the Contractor, his agents or employees, or whether occasioned by said Contractor, or his employees or by Owner, or its employees, or any other person or persons and the said Contractor will defend any and all suits that may be brought against the Owner on account of any such accidents, and will reimburse the Owner, Owner's agent or servants, resident, resident's agent or servants, Golden Rain Foundation and Seal Beach Mutuals for any expenditures that they may make by reason of such accidents, or for attorneys' fees or costs related thereto.

E. TERMS, COSTS AND RATE ADJUSTMENTS:

1. Term of the contract for the Community Facilities shall be for a period of three years. Should either party, the Contractor or the Foundation, wish to cancel the contract during the contract term without cause, such intention shall be given in writing, by Certified Mail, to the other party a minimum of ninety (90) days prior to the effective date of cancellation.
2. The Owner may also terminate the contract if Contractor:
 - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers and/or proper materials and/or equipment.
 - b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and Subcontractor.
 - c. Persistently disregards the Golden Rain Foundation's policies, rules and regulations or the laws, ordinances, rules, regulations or orders of all public authorities having jurisdiction.
 - d. Fails to perform landscape maintenance services for Owner as set forth in the Specifications **dated August 5, 2020.**
3. When any of the above reasons exist, the Golden Rain Foundation, upon giving the Contractor fifteen (15) days written notice via Certified Mail, may without prejudice to any other rights or remedies of the Golden Rain Foundation, immediately terminate the Landscape Maintenance Service for Community Facilities.
4. Should the Golden Rain Foundation terminate the contract for one or more of the reasons stated above, the unpaid balance of the monthly contract sum shall

be held until such time as all contracted work areas have been inspected by the Owner and the cost of remedial action for unfinished or unsatisfactory and/or neglected and damaged work is subtracted from the unpaid balance.

F. PERSONNEL:

1. Contractor shall designate an English speaking, qualified and experienced landscape supervisor to supervise the Community Facilities personnel on the premises for no less than eight (8) hours per day, five (5) days per week.
2. Contractor shall provide a minimum of three (3) full time gardeners, eight (8) hours per day, five (5) days per week, for Community Facilities regular daily gardening duties. Contractor shall provide specialty crews for mowing, cultivating, dethatching, spraying, aeration, and any other landscaping services deemed necessary.
3. Contractor shall provide mowing crews for weekly mowing of Community Facilities.
4. All employees of the Contractor shall be competent and qualified and must be U.S. Citizens or legal residents with work permit. All employees of the Contractor must be uniformed during the work time and while on the premises and must wear an identification tag.
5. A valid drivers license issued by the State of California shall be held in the possession of each person while driving in the community.

G. LAWN CARE AND MOWING:

1. Upright grasses, such as blue grass and rye grass shall be mowed to a minimum height of two (2) inches in warm weather and one and one half (1 ½) inches during the cold and winter season. All other grasses such as bentgrass and Bermuda shall be mowed to a minimum height of three-quarters (¾) inch. Mowing and edging shall be done on a weekly basis unless rain has rendered the ground too wet.
2. All grass cutting shall be collected promptly and disposed of in the designated trash bins or roll-offs provided by the Foundation on the same day as mowing is performed.
3. Contractor shall provide labor and equipment for dethatching of all turf areas on an as-needed basis to reduce stress to turf. The dethatching shall be done in accordance with horticultural specifications and requirements. Cost of dethatching shall be billed as extra. Contractor shall notify Owner and receive written approval one week prior to start of dethatching.

4. Contractor shall provide labor and equipment to aerate all turf areas on an as-needed basis to provide better moisture penetration and water runoff. Aeration shall be done in accordance with the horticultural requirements for aeration standards. Cost of aeration shall be billed as extra. Contractor shall notify Owner and receive written approval one week prior to start of aeration.
5. Contractor shall provide labor and material for pre and post emergence chemical control of weeds and chemical control of fungus and insects. These services shall be done on an as-needed basis and upon prior written approval of the Owner. Cost of labor and chemical shall be billed as extra, upon an agreed price. Contractor shall be responsible and liable for use of all chemicals.
6. Contractor shall provide labor and material for complete fertilization of lawns every three (3) months and in accordance with subsequent fertilization specifications. Fertilizer should be of high quality. This service shall be provided on a scheduled basis. Cost for labor and fertilizer shall be included in the overall price of landscape maintenance services. Contractor shall notify Owner one week prior to start of fertilization.
7. Lawns that have thinned out in shaded areas shall be reseeded with an approved and recommended shade tolerant grass seed. This service shall be provided on an as-needed basis and with prior written approval of the Owner. Owner shall pay for cost of seed only.
8. Watering of lawn shall be done on a regular basis using a deep watering method and turf shall be allowed to dry between watering.
9. Turf areas containing Bermuda grass shall be over seeded with annual rye. This service shall be provided on an as-needed basis and with prior written approval of the Owner. Owner shall pay for cost of seed only.

H. GROUND COVER:

1. Contractor shall edge ground cover on an as-needed basis to prevent it from spreading over walks and curbs and up walls.
2. Contractor shall perform routine repairs to bare soil areas and mechanically cultivate around tree wells, shrubs and buildings to prevent soil erosion.
3. Contractor shall fertilize all ground cover twice a year, spring and fall, to promote healthy growth. Fertilizer shall be of high quality and in accordance with subsequent fertilization specifications. Cost for labor and fertilizer shall be included in the overall price of the landscape maintenance services. Contractor shall notify Owner two (2) weeks prior to start of fertilization.

4. Contractor shall perform weeding on a regular basis to avoid establishment and seeding.
5. Contractor shall apply insecticide and/or fungicide as required to prevent and control pest and disease infestation. Cost for material shall be billed as extra, upon prior written approval of the Owner.
6. Contractor shall inspect all landscape rock/granite areas monthly. Debris and trash shall be picked up and removed daily.

I. SHRUBBERY:

1. Contractor shall prune shrubs to maintain healthy growth and preserve view and safety.
2. Shrubs shall be clipped into the existing shape or form and maintained consistently. At the request of the Owner, shrubs may be shaped or formed differently by the Contractor, at no extra cost.
3. Shrubs used for the purpose of hedges shall be pruned and clipped for a neat and constant appearance.
4. Contractor shall remove all dead branches and flowers for neat and clean appearance.
5. Contractor shall perform weeding in shrubbery beds on a regular basis to prevent weed growth and seeding.
6. Contractor shall apply fertilizer on an as-needed basis and as often as required to promote healthy growth. Cost of labor and fertilizer shall be included in the overall price of landscape maintenance services.
7. Contractor shall apply insecticide and fungicide to prevent and control pest and disease infestation. Cost of material shall be billed as extra, upon prior written approval of Owner.
8. Contractor shall maintain proper watering to shrubs in accordance to the plant's needs.

J. VINES:

1. Vines and espalier plants shall be pruned and clipped and kept in a neat appearance, on an as-needed basis.

2. Vines and espalier plants shall be tied and secured to promote directional growth on fences and supports.
3. Vines and espalier plants shall be pruned and clipped and kept from growing over Perimeter Wall and in a neat appearance, on an as-needed basis.
4. Wherever sprinklers are not provided for watering, deep hand watering shall be performed by Contractor at no extra cost.
5. Contractor shall apply fertilizer no less than twice a year to promote healthy growth. Cost of labor and fertilizer shall be included in the overall price of landscape maintenance services.
6. Contractor shall apply insecticide and fungicide to prevent and control pest and disease infestation. Cost of material shall be billed as extra, upon prior written approval of Owner.

K. IRRIGATION:

1. Watering shall be scheduled by the Contractor's supervisor on automatic controllers in quantities and frequencies consistent with seasonal requirements and plant material per water wise regulations mandated by the State of California and City of Seal Beach.
2. Watering shall be done between 12 midnight and 6:00 a.m. unless notified otherwise by Owner.
3. Contractor shall check the irrigation systems on a monthly basis by running the systems manually and checking all valves and sprinkler heads for optimum operating efficiency and compliance.
4. Contractor shall inspect and clean valves and sprinkler heads on a weekly basis for maximum performance.
5. Contractor shall be responsible for adjusting the automatic timing controller for seasonal conditions per water wise regulations mandated by the State of California and City of Seal Beach..
6. In case of automatic timing control failure, and wherever an automatic irrigation system is not provided, Contractor shall be responsible for hand watering at no extra cost to the Owner.
7. During rainy season, Contractor shall turn off the irrigation system and shall monitor the climatic conditions for resetting the timing clocks.

8. Contractor shall repair or replace sprinkler heads, risers and sprinkler lines on a daily basis. Cost of material shall be billed extra, upon prior written approval of Owner. Labor shall be included in the overall price of Landscape Maintenance Service.
9. Contractor shall repair or replace faulty controllers and valves. However, a written approval of the cost must be authorized by the Owner prior to repair or replacement.
10. Any damages to the irrigation system caused by the Contractor's employees, equipment or its subcontractors, shall be repaired and/or replaced at no cost to the Owner.
11. Contractor shall provide twenty-four (24) hour emergency service for sprinkler repairs. All emergency repairs and/or replacements done between 4:30 p.m. and 8:00 a.m., Mondays through Fridays and on weekends and holidays, shall be billed as an extra charge. Names and telephone numbers are to be kept on file in the Community Facilities and Security Offices.
12. Hand water all potted plants at Main Gate, St. Andrews Gate, News Office and Post Office and Library.

L. GOLDEN RAIN ROAD CANAL

1. Contractor shall provide labor for trimming all overgrowth of shrubs and ivy into canal and for complete removal and control of all weed growth along canal.
2. Contractor shall verify with Orange County Flood Control the weed control chemicals or methods approved.
3. Inside Canal shall be serviced as needed upon prior written approval of the Owner. Labor and material shall be billed as extra.

M. DEBRIS AND TRASH CLEANUP:

1. Contractor shall inspect the landscape areas on a daily basis and shall provide continued litter pickup.
2. Contractor shall keep the walkways clean at all times by picking up litter and landscape debris.
3. Contractor shall clean and rake the rocks in the St. Andrews Drive median strip. All debris and trash must be picked up on a daily basis.

N. PLANT REPLACEMENT:

1. Contractor shall bring to the immediate attention of the Owner, any trees, shrubs, vines and lawns that are in a state of decline or dead. Replacement of plants or turf is to be paid by the Owner upon prior written approval by Owner. In case damage was due to negligence of the Contractor, it must be replaced at Contractor's expense.
2. During new planting and while the new plants begin to establish, Contractor shall use proper irrigation to minimize soil erosion.
3. From time to time, Contractor may be requested to replace trees, shrubs, ground cover, etc. or to plant new plants. Such work shall be paid by Owner as extra, upon prior agreed upon cost.

O. DRAINAGE:

1. Contractor shall be responsible for frequent and systematic inspection of drains located within the landscape areas. Drains must be cleaned of debris and vegetation by the Contractor on an as-needed basis.

P. GUARANTEES:

1. All new plants planted by the Contractor shall be guaranteed for one year from the date of installation, with exception of Acts of God, vandalism or theft.
2. All irrigation components replaced by the Contractor shall be guaranteed for one year from the date of installation, with exception of damage due to Acts of God, vandalism or theft.

Q. COMPLIANCE AND SUPERVISION:

1. One or more designated representatives of the Owner shall walk the landscape areas at the Community Facilities with the supervisor(s) of the Contractor no less than once a month to insure the fulfillment and compliance of these specifications by the Contractor.
2. A list of deficiencies, requests and additions shall be prepared by the Owners and Contractor's representatives and forwarded to the Physical Property Supervisor within three (3) days after the walk-through.

R. LABOR RATES FOR EXTRA WORK:

Contractor shall provide Owner with a list of the hourly labor charges for the services outlined in Section W.

S. 24-HOUR EMERGENCY SERVICE:

1. Contractor shall provide 24-hour emergency service and shall dispatch to the site, immediately upon receiving the call, the necessary labor force to take care of the emergency situation. Cost of labor and material shall be paid by Owner as extra. The emergency hours are between 4:30 p.m. and 8:00 a.m., Monday through Friday and on weekends and holidays.

T. TOILET FACILITIES:

1. Owner will provide rest room facilities at the following locations: Clubhouses 1, 2, 3, 4 and the amphitheater. Contractor may provide rest room facilities at other locations at Contractor's sole cost and with prior written approval by Owner.

U. EXTRA AND/OR OPTIONAL SERVICES:

1. Services described below are considered optional and cost of the material and/or labor shall be paid by Owner. Contractor must obtain Owner's written approval prior to performance of services described below.
 - a. Snail, insect, and disease control of plants.
 - b. Weed control chemicals.
 - c. Irrigation repairs and new installations.
 - d. Sodding.
 - e. Installation of trees, shrubs, and plants.
 - f. Aeration.
 - g. Dethatching.
 - h. Regular labor hour charge.
 - i. Technical labor hour charge.
 - j. 24-hour Emergency Service.
 - k. Shrubs, ivy and weed removal in the Golden Rain Road canal

EXHIBIT B

Bid Summary

Landscape Maintenance - Community Facilities 2021-2022-2023

Project # 960-20

| Bidder | Year 1 - monthly | Year 1 | Year 2 - monthly | Year 2 | Year 3 - monthly | Year 3 | 3 Year Total |
|-------------------------------|------------------|---------------|------------------|---------------|------------------|---------------|---------------|
| Anguiano Lawn Care | \$ 14,320.00 | \$ 171,840.00 | \$ 14,320.00 | \$ 171,840.00 | \$ 14,320.00 | \$ 171,840.00 | \$ 515,520.00 |
| J & J Landscaping | \$ 10,100.00 | \$ 121,200.00 | \$ 10,300.00 | \$ 123,600.00 | \$ 10,500.00 | \$ 126,000.00 | \$ 370,800.00 |
| Pinnacle Landscape Management | \$ 17,146.00 | \$ 205,752.00 | \$ 17,746.00 | \$ 212,952.00 | \$ 18,367.00 | \$ 220,404.00 | \$ 639,108.00 |
| | | | | | | | |
| Total Landscape Maintenance | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid |

Bid Summary

Landscape Maintenance - Community Facilities 2021-2022-2023

EXTRAS

Project # 960-20

| | Bidder | Rate: | Anguiano Lawn Care | J & J Landscaping | Pinnacle Landscape Management | Total Landscape Maintenance |
|----|--|----------|--------------------|--|-------------------------------|-----------------------------|
| a. | Snail, insect, and disease control of plants. | per hour | \$ 21.50 | included in bid price | \$ 65.00 | did not bid |
| b. | Weed control chemicals | per hour | \$ 21.50 | included in bid price | \$ 65.00 | did not bid |
| c. | Irrigation repairs and new installations. | per hour | \$ 21.50 | \$ 33.00 | \$ 50.00 | did not bid |
| d. | Sodding | per hour | \$ 21.50 | \$3.50 sqf Marathon II ; \$4.50 sqf San Augustin/Bermuda | \$ 35.00 | did not bid |
| e. | Installation of trees, shrubs, and plants. | per hour | \$ 21.50 | \$ 27.00 | \$ 35.00 | did not bid |
| f. | Aeration. All turf areas in Community Facilities | lump sum | \$39 per hour | included in bid price | \$ 5,300.00 | did not bid |
| g. | Dethatching. All turf areas in Community Facilities | lump sum | \$39 per hour | included in bid price | \$ 5,500.00 | |
| h. | Regular labor hour charge. | per hour | \$ 21.50 | \$ 33.00 | \$ 35.00 | did not bid |
| i. | Technical labor hour charge. | per hour | \$ 21.50 | \$ 33.00 | \$ 45.00 | did not bid |
| j. | 24-hour Emergency Service | per hour | \$ 21.50 | \$ 35.00 | \$ 75.00 | did not bid |
| k. | Shrubs, ivy and weed removal in the Golden Rain Road canal | lump sum | \$21.50 per hour | \$35 per hour | \$ 7,500.00 | did not bid |



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: ARCHITECTURAL DESIGN & REVIEW COMMITTEE
SUBJECT: OPERATIONS FUNDING REQUEST - LANDSCAPE CONTRACT, GOLF COURSE MAINTENANCE
DATE: NOVEMBER 16, 2020
CC: FILE

The landscape contract for the Golf Course Maintenance expires on December 31, 2020. The Physical Property Department sent out an RFP to four contractors and received the following bids:

| Landscape Maintenance - Golf Course 2021-2022-2023 | | | | | | | |
|--|------------------|---------------|------------------|---------------|------------------|---------------|---------------|
| Project # 959-20 | | | | | | | |
| Bidder | Year 1 - monthly | Year 1 | Year 2 - monthly | Year 2 | Year 3 - monthly | Year 3 | 3 Year Total |
| Anguiano Lawn Care | \$ 15,003.81 | \$ 180,045.72 | \$ 15,003.81 | \$ 180,045.72 | \$ 15,003.81 | \$ 180,045.72 | \$ 540,137.16 |
| J & J Landscaping | \$ 13,700.00 | \$ 164,400.00 | \$ 13,950.00 | \$ 167,400.00 | \$ 14,200.00 | \$ 170,400.00 | \$ 502,200.00 |
| Pinnacle Landscape Management | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid |
| Total Landscape Maintenance | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid |

The current contractor is Anguiano Lawn Care and the current yearly contract costs for the Golf Course is \$168,267. Funding for the Golf Course 2021 budget is \$176,700.

At a special meeting on November 12, 2020, the Architectural Design Review Committee unanimously recommended the GRF Board award a three-year contract to J&J Landscaping, for the Golf Course Landscape Maintenance, at a total cost of \$502,200. Specifications attached as exhibit A. Proposal is attached as exhibit B.

I move to award contract to J&J Landscaping for the Golf Course Landscape Maintenance, at a total cost of \$502,200 for a three-year term, Operations funding, and authorize the President to sign the contract.

EXHIBIT A
GENERAL SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE SERVICE
FOR
GOLDEN RAIN FOUNDATION GOLF COURSE
PROJECT #959-20
LEISURE WORLD - SEAL BEACH

These General Specifications are established as standard performances and requirements for the maintenance and upkeep of the Golf Course.

A. SCOPE OF WORK:

1. Contractor shall furnish all labor, materials, equipment, transportation, tools, services and special skills required to perform and maintain the Golf Course as set forth in these specifications and in accordance with Golf Course standards practiced by the Golf Course Maintenance Industry. (All equipment shall be designated to the Golf Course only).
2. Maintenance of the Golf Course shall include, but not be limited to, plant material and irrigation systems, moving of cups on greens, moving of tee markers, repair of divots, raking of sand traps, cleaning of pond, trimming and pruning, fertilization, aeration, weed control, cultivation, pest control and plant disease, minor tree surgery, dethatching, plant replacement, seeding or sodding, debris and trash pickup and cleanup of surface drainage.
3. It shall be the Contractor's responsibility to provide sufficient and effective maintenance methods and standards set by the Golf Course Maintenance Industry to maintain the Golf Course in top and excellent shape and condition.

B. GOLF COURSE AREA:

1. The Golf Course area, which shall be serviced by the Contractor, is indicated on the map attached to these specifications, which also includes the pond.

C. GENERAL REGULATIONS:

1. Regular work days shall be Monday through Friday from 6:00 a.m. to 4:30 p.m. Crews shall not operate on Saturdays, Sundays and holidays observed by the Golden Rain Foundation, unless specifically requested by the Owner.
2. Contractor must maintain a State Landscaping Contractor's License and must comply with all other licenses and permits required by the Federal Government, State of California, County of Orange, City of Seal Beach and Golden Rain Foundation.

3. Contractor shall provide and maintain Workers' Compensation Insurance (\$1,000,000 minimum), as required by the State of California, A separate endorsement waiving subrogation against Golden Rain Foundation and Mutuals 1-17 for losses arising from work performed by or on behalf of the named insured, General Liability (\$1,000,000 minimum limits) and Automobile Liability Insurance (\$1,000,000 minimum limits) as required by the Golden Rain Foundation.
4. All materials supplied by the Contractor shall be first quality and shall meet all agricultural regulations and horticultural requirements.
5. The use of the product "Roundup" or any product with similar composition is banned from the community both on Golden Rain Foundation and Mutuals 1-17 properties.
6. A Copy of the Material Data Safety (MDS) sheets for chemicals and various landscape products used by the Contractor (i.e. fertilizer, weed killer, insecticide) will be collected for the Physical Property Office files.

D. INDEMNITY:

1. Contractor hereby agrees to save and indemnify and hold harmless the Owner, Owner's agent or servants, resident, resident's agents or servants, Golden Rain Foundation and Seal Beach Mutuals against all liability, claims and judgments or demands for damages arising from accidents to persons or property occasioned by the acts or actions of the Contractor, his agents or employees, the Owners, its agents or employees, or any third person, and to further indemnify Owner against all claims or demands for damages arising from accidents to the Contractor, his agents or employees, or whether occasioned by said Contractor, or his employees or by Owner, or its employees, or any other person or persons and the said Contractor will defend any and all suits that may be brought against the Owner on account of any such accidents, and will reimburse the Owner, Owner's agent or servants, resident, resident's agent or servants, Golden Rain Foundation and Seal Beach Mutuals for any expenditures that they may make by reason of such accidents, or for attorneys' fees or costs related thereto.

E. TERMS, COSTS AND RATE ADJUSTMENTS:

1. Term of the contract for the Golf Course shall be for a period of three years. Should either party, the Contractor or the Foundation, wish to cancel the contract during the contract term without cause, such intention shall be given in writing, by Certified Mail, to the other party a minimum of ninety (90) days prior to the effective date of cancellation.
2. The Owner may also terminate the contract if Contractor:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers and/or proper materials and/or equipment.
 - b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and Subcontractor.
 - c. Persistently disregards the Golden Rain Foundation's policies, rules and regulations or the laws, ordinances, rules, regulations or orders of all public authorities having jurisdiction.
 - d. Fails to perform landscape maintenance services for Owner as set forth in the Specifications dated August 5, 2020.
3. When any of the above reasons exist, the Golden Rain Foundation, upon giving the Contractor fifteen (15) days written notice via Certified Mail, may without prejudice to any other rights or remedies of the Golden Rain Foundation, immediately terminate the Landscape Maintenance Service for Community Facilities.
 4. Should the Golden Rain Foundation terminate the contract for one or more of the reasons stated above, the unpaid balance of the monthly contract sum shall be held until such time as all contracted work areas have been inspected by the Owner and the cost of remedial action for unfinished or unsatisfactory and/or neglected and damaged work is subtracted from the unpaid balance.

F. PERSONNEL:

1. Contractor shall designate an English speaking, qualified and experienced Golf Course maintenance supervisor and a certified member of the Golf Course Superintendent Association of Southern California or must hire and have on retainer a member of the Golf Course Superintendent Association on call at the request of the Golden Rain Foundation, to supervise the Golf Course personnel on the premises for no less than eight (8) hours per day, five (5) days per week. (Designated supervisor assigned to the Golf Course.)
2. Contractor shall provide a minimum of three (3) full time gardeners for Golf Course maintenance duties, eight (8) hours a day, five (5) days a week, Monday through Friday, and one gardener eight (8) hours on Saturday and Holidays. Sundays as deemed necessary, at no extra cost.
3. All employees of the Contractor shall be competent and qualified and must be U.S. Citizens or legal residents with work permit. All employees of the Contractor must be uniformed during the work time and while on the premises and must wear an identification tag.

G. LAWN CARE AND MOWING:

1. All grass cutting shall be collected promptly and disposed of in the designated trash bins or roll-offs provided by the Foundation on the same day as mowing is performed.
2. Contractor shall provide labor and material for pre and post emergence chemical control of weeds and chemical control of fungus and insects. These services shall be done on an as-needed basis and upon prior written approval of the Owner. Cost of labor and chemical shall be billed as extra, upon an agreed price. Contractor shall be responsible and liable for use of all chemicals.
3. Lawns that have thinned out in shaded areas shall be reseeded with an approved and recommended shade tolerant grass seed. This service shall be provided on an as-needed basis and with prior written approval of the Owner. Owner shall pay for cost of seed only.
4. Watering of lawn shall be done on a regular basis using a deep watering method and turf shall be allowed to dry between watering.
5. Turf areas containing Bermuda grass shall be over seeded with annual rye. This service shall be provided on an as-needed basis and with prior written approval of the Owner. Owner shall pay for cost of seed only.

H. GROUND COVER:

1. Contractor shall edge ground cover on an as-needed basis to prevent it from spreading over walks and curbs and up walls.
2. Contractor shall perform routine repairs to bare soil areas and mechanically cultivate around tree wells, shrubs and buildings to prevent soil erosion.
3. Contractor shall fertilize all ground cover twice a year, spring and fall, to promote healthy growth. Fertilizer shall be of high quality and in accordance with subsequent fertilization specifications. Cost for labor and fertilizer shall be included in the overall price of the landscape maintenance services. Contractor shall notify Owner two (2) weeks prior to start of fertilization.
4. Contractor shall perform weeding on a regular basis to avoid establishment and seeding.
5. Contractor shall apply insecticide and/or fungicide as required to prevent and control pest and disease infestation. Cost for material shall be billed as extra, upon prior written approval of the Owner.

6. Contractor shall inspect all landscape rock/granite areas monthly. Debris and trash shall be picked up and removed daily.

I. SHRUBBERY:

1. Contractor shall prune shrubs to maintain healthy growth and preserve view and safety.
2. Shrubs shall be clipped into the existing shape or form and maintained consistently. At the request of the Owner, shrubs may be shaped or formed differently by the Contractor, at no extra cost.
3. Shrubs used for the purpose of hedges shall be pruned and clipped for a neat and constant appearance.
4. Contractor shall remove all dead branches and flowers for neat and clean appearance.
5. Contractor shall perform weeding in shrubbery beds on a regular basis to prevent weed growth and seeding.
6. Contractor shall apply fertilizer on an as-needed basis and as often as required to promote healthy growth. Cost of labor and fertilizer shall be included in the overall price of landscape maintenance services.
7. Contractor shall apply insecticide and fungicide to prevent and control pest and disease infestation. Cost of material shall be billed as extra, upon prior written approval of Owner.
8. Contractor shall maintain proper watering to shrubs in accordance to the plant's needs.

J. VINES:

1. Vines and espalier plants shall be pruned and clipped and kept in a neat appearance, on an as-needed basis.
2. Vines and espalier plants shall be tied and secured to promote directional growth on fences and supports.
3. Vines and espalier plants shall be pruned and clipped and kept from growing over Perimeter Wall and in a neat appearance, on an as-needed basis.
4. Wherever sprinklers are not provided for watering, deep hand watering shall be performed by Contractor at no extra cost.

5. Contractor shall apply fertilizer no less than twice a year to promote healthy growth. Cost of labor and fertilizer shall be included in the overall price of landscape maintenance services.
6. Contractor shall apply insecticide and fungicide to prevent and control pest and disease infestation. Cost of material shall be billed as extra, upon prior written approval of Owner.

K. DEBRIS AND TRASH CLEANUP:

1. Contractor shall inspect the landscape areas on a daily basis and shall provide continued litter pickup.
2. Contractor shall keep the walkways clean at all times by picking up litter and landscape debris. Contractor shall spread decomposed granite on the walkways in the Golf Course areas and rake from time to time. Cost of granite shall be billed as extra.

L. DRAINAGE:

1. Contractor shall be responsible for frequent and systematic inspection of drains located within the landscape areas. Drains must be cleaned of debris and vegetation by the Contractor on an as-needed basis.

M. GUARANTEES:

1. All new plants planted by the Contractor shall be guaranteed for one year from the date of installation, with exception of Acts of God, vandalism or theft.
2. All irrigation components replaced by the Contractor shall be guaranteed for one year from the date of installation, with exception of damage due to Acts of God, vandalism or theft.

N. COMPLIANCE AND SUPERVISION:

1. One or more designated representatives of the Owner shall walk the landscape areas at the Golf Course with the supervisor(s) of the Contractor no less than once a month to insure the fulfillment and compliance of these specifications by the Contractor.
2. A list of deficiencies, requests and additions shall be prepared by the Owners and Contractor's representatives and forwarded to the Physical Property Supervisor within three (3) days after the walk-through.

O. **LABOR RATES FOR EXTRA WORK:**

1. Contractor shall provide Owner with a list of the hourly labor charges for the services outlined in Section R.

P. **24-HOUR EMERGENCY SERVICE:**

1. Contractor shall provide 24-hour emergency service and shall dispatch to the site, immediately upon receiving the call, the necessary labor force to take care of the emergency situation. Cost of labor and material shall be paid by Owner as extra. The emergency hours are between 4:30 p.m. and 8:00 a.m., Monday through Friday and on weekends and holidays.

Q. **TOILET FACILITIES:**

1. Owner will provide rest room facilities at the following locations: Clubhouses 1, 2, 3, 4 and the amphitheater. Contractor may provide rest room facilities at other locations at Contractor's sole cost and with prior written approval by Owner.

R. **EXTRA AND/OR OPTIONAL SERVICES:**

1. Services described below are considered optional and cost of the material and/or labor shall be paid by Owner. Contractor must obtain Owner's written approval prior to performance of services described below.
 - a. Trimming and pruning of trees and branches over fourteen (14) feet in height.
 - b. Trimming and pruning of olive trees over fourteen (14) feet high.
 - c. Snail, insect and disease control of plants.
 - d. Weed control chemicals.
 - e. Irrigation repairs and new installations.
 - f. Sodding.
 - g. Installation of trees, shrubs and plants.
 - h. Dethatching.
 - i. Regular labor hour charge.
 - j. Technical labor hour charge.
 - k. 24-hour Emergency Service.
 - l. Algaecide – Aqua Shade for Golf Course Lake.
 - m. Shrubs, ivy and weed removal in the Golden Rain Road canal

S. **GREENS:**

1. **Bentgrass/POA Annual:** Grass shall be cut to a minimum height of 3/16 of an inch, twelve months a year.

2. **Frequency of Cutting:** Mondays, Tuesdays, Wednesday, Fridays and Saturdays. If the cutting day falls on a holiday, cutting shall be done the day before or after. The days of cutting may be changed by Owner at any time.
3. **Verti-Cutting:** Contractor shall perform verti-cutting once a month starting January through December. If turf becomes too thin, stop verti-cutting.
4. **Aeration:** Contractor shall provide labor and equipment to aerate the greens twice a year, spring and fall. Spring and fall aeration shall be done with one-half (1/2) inch tines and one-fourth (1/4) inch tines in high traffic areas. Cores shall be cleaned off the greens. Greens to be seeded and top-dressed with material similar to that which the green is built. Contractor to look for cut worms after each aeration. Labor cost for aeration shall be included in the overall cost of landscape maintenance services. Owner shall be notified one week prior to start of aeration.
5. **Fertilization:** Fertilizer application shall be done every six weeks. Cost of fertilizer and labor for fertilization shall be included in the overall price of landscape maintenance services for Golf Course.
6. **Fungicides:** If disease appears, upon identification, apply the correct fungicide at the curative and in accordance with the label rate. Fungicides may be used also as preventative measures. No labor charge to Owner. Material cost will be paid by Owner.
7. **Insecticides:** If insects are detected, identify the insect and apply the insecticide labeled for that pest and at the label rate. Owner will pay for labor and material.
8. **Herbicides:** Weed control is usually made during spring when plants are growing at their best. Contractor shall identify the weed and apply the proper selective herbicide. Weeds shall be controlled year round by the Contractor with no extra labor charge for regular weed control. Owner will pay for the herbicide. Contractor shall control Kikuya grass around the greens to prevent intrusion.
9. **Irrigation:** Contractor shall monitor and adjust the automatic irrigation systems to the needs of each area. Contractor shall hand water dry spots and areas which are not covered by the automatic irrigation system. Contractor shall be responsible for over or under watering, which may cause fungus, no oxygen to soil, dead grass, uneven greens and dry spots.

T. **ADDITIONAL (SPARE) GREEN:**

1. Contractor to maintain the spare green which is located between Clubhouse #1 and the Shuffleboard Court. This spare green is to be used for repairs of the

greens on the Golf Course. All greens specifications outlined in Section D shall apply to the spare green.

U. **TEES:**

1. **Grass:** Cool season grasses and hybrid Bermuda. Cutting Height: The grass shall be cut to a minimum of one-half (1/2) inch, twelve (12) months a year.
2. **Frequency of Cutting:** Mondays and Fridays. If the cutting day falls on a holiday, cutting shall be done the day before or after. The days of cutting may be changed by Owner at any time.
3. **Verti-Cutting:** Contractor shall perform verti-cutting every two months.
4. **Aeration:** Contractor shall provide labor and equipment to aerate the tees twice a year, spring and fall. Cost of aeration shall be included in the overall cost of landscape maintenance services. Owner shall be notified one week prior to start of aeration.
5. **Fertilization:** Contractor shall apply fertilizer once every two (2) months. Cost of labor and fertilizer shall be included in the overall price of landscape maintenance services. Contractor shall notify Owner one week prior to start of fertilization.
6. **Fungicides:** Usually not needed on Bermuda grass, but may be necessary on grass varieties and over seeded turf. Fungicide shall be applied on an as-needed basis. Cost of fungicide shall be paid by Owner, with prior written approval.
7. **Insecticides:** Contractor shall identify the insects, if present, and apply the appropriate insecticide labeled for that pest, using the label rates. Cost of material shall be paid by Owner.
8. **Herbicides:** Contractor to identify the weed and apply the proper herbicide in spring (April, May, and June).
9. **Over Seeding:** The tees shall be over seeded in spring and fall. Over seeding of divots shall be done on a weekly basis. Cost shall be included in the overall cost of landscape maintenance services.
10. **Irrigation:** Contractor shall monitor and adjust the automatic irrigation systems to the needs of each area. Contractor shall hand water dry spots and areas which are not covered by the automatic irrigation system. Contractor shall be responsible for over or under watering. Automatic irrigation of tees shall be done between the hours of 9:00 p.m. and 3:00 a.m.

V. FAIRWAYS:

1. **Type of Grass:** hybrid Bermuda, common Bermuda, and cool season grasses.
2. **Cutting Height:** The grass shall be cut to a minimum height of three-quarter (3/4) inches all year round.
3. **Frequency of Cutting:** Three days a week, Mondays, Wednesdays, and Fridays. If the cutting day falls on a holiday, cutting shall be done the day before or after. The days of cutting may be changed by Owner at any time.
4. **Verti-Cutting:** Three (3) times a year in the spring, summer and fall.
5. **Aeration:** Contractor shall aerate the fairways in the spring and fall. Cost of aeration shall be included in the overall cost of landscape maintenance services.
6. **Dethatching:** Contractor shall provide labor and equipment for dethatching of all turf areas on an as-needed basis to reduce stress to turf. The dethatching shall be done in accordance with horticultural specifications and requirements. Cost of dethatching equipment rental shall be billed as extra. Contractor shall notify Owner and receive written approval one week prior to start of dethatching.
7. **Fertilization:** Fertilizer Fairways shall be fertilized three four times per year, using Bent- Best-Cote or equivalent 15-5-7, which has N.P.K. and minor, and one time in the winter using 21-0-0. Cost of fertilizer shall be included in the overall price of landscape maintenance services.
8. **Fungicides:** Contractor shall use appropriate fungicide in extreme cases. Cost of fungicide to be paid by Owner, upon prior written approval.
9. **Insecticides:** Contractor shall use insecticide if large number of insects found. Cost of insecticide shall be paid by Owner, upon prior written approval.
10. **Herbicides:** Contractor shall use herbicides in large areas of weeds or undesirable grass. Cost of fungicide shall be paid by Owner, upon prior written approval.
11. **Irrigation:** Contractor to monitor and adjust the automatic irrigation systems to the needs of each area. Contractor shall hand water dry spots and areas which are not covered by the automatic irrigation system. Contractor shall be responsible for over or under watering. Automatic irrigation of fairways shall be done between hours of 9:00 p.m. and 3:00 a.m.

W. APPROACHES:

1. Contractor shall maintain grass at the approaches, "the greenbelt around the greens", to one-half (1/2) inch maximum height.

X. SAND TRAPS:

1. Contractor shall edge and rake the sand traps on an as-needed basis.

Y. SAFETY SCREEN AREA:

1. Contractor shall edge around the safety screen to keep it from growing on the safety screen, on an as-needed basis and no less than forty (40) times a year.

Z. POND (LAKE):

1. Contractor shall clean the surface and edges of the pond from leaves, moss and trash on a regular basis and shall haul away any moss or trash left on the banks.
2. Contractor shall place algaecide - aqua shade in the lake on an as-needed basis. Cost of product shall be paid by Owner.
3. Contractor shall trim and prune the shrubbery around the lake.

AA. TREES:

1. Trees shall be trimmed by the Contractor on a regular basis to using ANSI 300 Standards for tree care operation to maintain a canopy height of 10'. Height limit for tree trimming and pruning by Contractor shall be ten (10) feet. Dead, diseased or broken branches shall be removed to prevent hazardous conditions. Trimming and pruning of trees over ten (10) feet shall be done on a separate contract at Owner's direction.
2. Contractor shall prevent plant growth in the tree wells and shall weed regularly to prevent weed growth.

BB. SHRUBBERY:

1. Shrubs in Golf Course are located around the pond, by the Starter's Shack, and east end of parking lot, by Mutual No. 14.

2. Contractor shall prune shrubs to maintain healthy growth and preserve view and safety.
3. Shrubs shall be clipped into the existing shape or form and maintained consistently. At the request of the Owner, shrubs shall be shaped or formed differently by the Contractor at no extra cost.
4. Shrubs used for the purpose of hedges shall be pruned and clipped for a neat and constant appearance.
5. Contractor shall remove all dead branches and flowers on an as-needed basis to maintain a neat and clean appearance.
6. Contractor shall perform weeding in shrubbery beds on an as-needed basis to prevent weed growth and seeding.
7. Contractor shall apply fertilizer twice a year (spring and fall) to promote healthy growth. Cost of fertilizer shall be included in the overall cost of landscape maintenance services.
8. Contractor shall apply insecticide and fungicide to prevent and control pest and disease infestation. Cost of material to be charge as extra, upon prior written approval of the Owner.
9. Contractor shall maintain proper watering schedule and water the shrubs in accordance with the plant's watering needs.

CC. IRRIGATION:

1. Watering shall be scheduled by the Contractor's supervisor on automatic controllers in quantities and frequencies consistent with plant needs and seasonal requirements.
2. Watering shall be done between 9:00 p.m. and 3:00 a.m. unless notified otherwise by Owner.
3. Contractor shall inspect the irrigation systems on a monthly basis or as-needed basis by running the systems manually and checking all valves and sprinklers for optimum operating performance.
4. Contractor shall inspect and clean valves and sprinkler heads on an as-needed basis for maximum performance.
5. Contractor shall be responsible for adjusting the automatic timing controllers for seasonal conditions.

6. Contractor shall repair and replace sprinkler heads, risers, and minor irrigation devices on a daily and on-going basis. All major irrigation repairs must be approved, in writing, by the Owner and prior to start of repairs. During emergency calls and off-hours, where the Owner's representative is not available, Contractor may proceed with the repairs or replacement without prior authorization, not to exceed \$500.00 total. In case of emergency repairs, the Contractor must notify the Owner of the repairs no later than forty-eight (48) hours after the call has been made. All minor repairs or replacements of sprinkler heads, risers and auxiliary sprinkler lines shall be part of the daily landscape duties. Labor shall be at no extra cost to Owner. Major repairs to valves, controllers, and main lines will be paid by Owner for material, upon prior written approval.
7. In case of automatic timing control failure, and wherever an automatic irrigation system is not provided, Contractor shall be responsible for hand watering at no extra cost to the Owner.
8. During rainy season, Contractor shall turn off the irrigation system and shall monitor the climatic conditions for resetting the timing clocks.
9. Contractor shall repair or replace faulty controllers and valves. The cost of the material shall be billed as extra, upon prior written approval of the Owner.
10. Any damages to the irrigation system caused by the Contractor, his employees, sub-contractors, and/or equipment, shall be repaired and/or replaced at no cost to the Owner.
11. Contractor shall provide twenty-four (24) hour emergency service for sprinkler repairs. Cost of labor and material shall be paid by Owner as extra. The emergency hours are between 4:30 p.m. and 6:30 a.m., Monday through Saturday and on weekends and holidays.

DD. PLANT REPLACEMENT:

1. Contractor shall bring to the immediate attention of the Owner, any trees, shrubs, vines and turf that are in a state of decline or dead. Replacement of turf on the ground shall be from the spare greens. Any material purchased by the Contractor, with prior approval of the Owner, shall be billed to Owner as extra. In case damage was due to negligence of the Contractor, it shall be replaced at Contractor's expense.

Bid Summary
Landscape Maintenance - Golf Course 2021-2022-2023
Project # 959-20

| Bidder | Year 1 - monthly | Year 1 | Year 2 - montly | Year 2 | Year 3 - monthly | Year 3 | 3 Year Total |
|-------------------------------|------------------|---------------|-----------------|---------------|------------------|---------------|---------------|
| Anguiano Lawn Care | \$ 15,003.81 | \$ 180,045.72 | \$ 15,003.81 | \$ 180,045.72 | \$ 15,003.81 | \$ 180,045.72 | \$ 540,137.16 |
| J & J Landscaping | \$ 13,700.00 | \$ 164,400.00 | \$ 13,950.00 | \$ 167,400.00 | \$ 14,200.00 | \$ 170,400.00 | \$ 502,200.00 |
| Pinnacle Landscape Management | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid |
| Total Landscape Maintenance | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid | did not bid |

Bid Summary

Landscape Maintenance - Golf Course 2021-2022-2023

EXTRAS

Project # 959-20

| | Bidder | Rate: | Anguiano Lawn Care | J & J Landscaping | Pinnacle Landscape Management | Total Landscape Maintenance |
|----|--|----------|--------------------|--|-------------------------------|-----------------------------|
| a. | Trimming and pruning of trees and branches over fourteen (14) feet in height | per hour | N/A | included in bid price | did not bid | did not bid |
| b. | Trimming and pruning of olive trees over fourteen (14) feet high. | per hour | N/A | included in bid price | did not bid | did not bid |
| c. | Snail, insect and disease control of plants. | per hour | \$ 21.50 | included in bid price | did not bid | did not bid |
| d. | Weed control chemicals. | per hour | \$ 21.50 | included in bid price | did not bid | did not bid |
| e. | Irrigation repairs and new installations. | per hour | \$ 21.50 | \$ 33.00 | did not bid | did not bid |
| f. | Sodding. | per hour | \$ 21.50 | \$3.50 sqf Marathon II ; \$4.50 sqf San Augustin/Bermuda | did not bid | did not bid |
| g. | Installation of trees, shrubs and plants. | per hour | \$ 21.50 | \$ 27.00 | did not bid | did not bid |
| h. | Dethatching. | per hour | \$ 39.00 | \$ 33.00 | did not bid | did not bid |
| i. | Regular labor hour charge. | per hour | \$ 21.50 | \$ 33.00 | did not bid | did not bid |
| j. | Technical labor hour charge. | per hour | \$ 21.50 | \$ 33.00 | did not bid | did not bid |
| k. | 24-hour Emergency Service | per hour | \$ 21.50 | \$ 35.00 | did not bid | did not bid |
| l. | Algaecide – Aqua Shade for Golf Course Lake | per hour | \$ 21.50 | \$ 33.00 | did not bid | did not bid |
| m. | Shrubs, ivy and weed removal in the Golden Rain Road canal | per hour | \$ 21.50 | \$ 35.00 | did not bid | did not bid |



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATIONS COMMITTEE
SUBJECT: AMEND 20-5125-3, COMMUNICATIONS/ITS COMMITTEE CHARTER
DATE: NOVEMBER 14, 2020
CC: FILE

It is recommended that the GRF Board amend 20-5125-3, Communications/ITS Committee Charter.

I move to amend 20-5125-3, Communications/ITS Committee Charter, updating the Committee name within the document, as presented.



COMMUNICATIONS/ITS

Committee Charter

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VIII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the ~~Publication~~ Communications/ITS Committee and grants to the Committee authority specifically stated within the GRF governing documents and policies as granted by the BOD.

In accordance with Article VII Section I of the Bylaws, the committee chair and members shall be appointed by the GRF President and approved by action of the BOD.

1. GOALS:

- 1.1.** Increase Organization Effectiveness and Efficiency;
- 1.2.** Protect, Preserve and Improve our Assets

2. PURPOSE:

Oversee the operations of the Communications and ITS Departments.

3. DUTIES:

- 3.1.** Publish an agenda four (4) days in advance of the Committee meeting;
- 3.2.** The Committee Chair shall, with the approval of the Committee, appoint a Vice Chair.
- 3.3.** Review monthly staff report formats to be included in the monthly agenda.
- 3.4.** Meet with the NEWS and ITS Department management monthly or whenever such meetings are deemed necessary, unless cancelled by the chair;
- 3.5.** The publication of the Golden Rain LW Weekly and other communication media as may be approved by the Communications Committee or BOD;
- 3.6.** To be aware, through study and research, that the technical reporting, procedures and practices of the ITS Department, including the GRF website, all electronic communications and devices are maintained according to Industry Standards;
- 3.7.** Assist the BOD in understanding the compliance with any contracts relating to information technology;
- 3.8.** Review monthly budget comparison for cost centers 236 (Communications Department) and 934 (Information Technology Services);
- 3.9.** Analyze requests for action emanating from the GRF BOD, Mutual Boards, Administration and Shareholder/Members;
- 3.10.** Originate and develop ideas, plans, and programs which are pertinent to these areas;
- 3.11.** Provide an initial approval and recommendation to the Finance Committee of the budget for cost centers 236 (Communications Department) and 934 (Information Technology Services), including Capital requests and upcoming Reserve replacements;



COMMUNICATIONS/ITS

Committee Charter

- 3.12. Review policies for cost centers 236 (Communications Department) and 934 (Information Technology Services) yearly and send recommended changes to the BOD for approval; and
- 3.13. Furnish a report at the GRF annual meeting.

4. LIMITATIONS:

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

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

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

Document History

| | | |
|--------------------|--------------------|--------------------|
| Adopted: 18 Jan 72 | Amended: 21 Aug 73 | Amended: 15 Dec 76 |
| Amended: 19 Jun 90 | Amended: 19 Mar 96 | Amended: 27 Aug 13 |
| Amended: 21 Jun 16 | Amended: 18 Mar 17 | Amended: 23 Jul 19 |
| Amended: 27 Aug 19 | Amended: 24 Sep 19 | |

Keywords: Charter Communication Information Technology Service ITS

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MUTUAL ADMINISTRATION COMMITTEE
SUBJECT: AMEND 50-5165-3, MUTUAL ADMINISTRATION & SERVICE MAINTENANCE COMMITTEE CHARTER
DATE: NOVEMBER 14, 2020
CC: FILE

It is recommended that the GRF Board amend 50-5165-3, Mutual Administration & Service Maintenance Committee Charter.

I move to amend 50-5165-3, Mutual Administration & Service Maintenance Committee Charter, revising the procedure to appoint a Vice Chair, as presented.

MUTUAL ADMINISTRATION & SERVICE MAINTENANCE

50-5165-3



Committee Charter

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Mutual Administration Committee (MAC) and the Service Maintenance Committee and grants to the Committee authority specifically stated within the GRF governing documents.

In accordance with Article VII, Section I, of the Bylaws, the committee chair and members shall be appointed by the GRF President with the approval of the BOD.

1. GOALS:

- 1.1 Increase Organization Effectiveness and Efficiency
- 1.2 Protect, Preserve and Improve our Assets

2. PURPOSE:

- 2.1. Oversee the operations of Mutual Administration and Service Maintenance Departments.

3. DUTIES:

- 3.1. Post an agenda four (4) days in advance of the Committee meeting;
- 3.2. The Chair shall, with the approval of the Committee, appoint a Vice-Chair at the first meeting;
- 3.3. Review monthly staff report formats to be included in the monthly agenda;
- 3.4. Meet with staff monthly or whenever such meetings are deemed necessary unless canceled by the Chair;
- 3.5. Review monthly department reports from Mutual Administration, Stock Transfer and Service Maintenance Departments;
- 3.6. Review monthly budget comparisons for cost centers 533 (Stock Transfer), 545 (Mutual Administration), 574 (Service Maintenance), 575 (Trust Property Labor);
- 3.7. Review annually the fees associated with the Mutual Administration, Stock Transfer, and Service Maintenance departments (See fee schedule). Recommendations to be forwarded to the Finance Committee;
- 3.8. Review annually the New Buyers Guide, Welcome Packet, Bereavement Workbook, and the Realtor Handout for possible amendments and send changes to the GRF BOD for approval.
- 3.9. Review policies for cost centers 533 (Stock Transfer), 545 (Mutual Administration), 574 (Service Maintenance), 575 (Trust Property Labor); annually and send changes to the GRF BOD for approval;
- 3.10. Approve and recommend to the Finance Committee the annual budgets for cost centers 533 (Stock Transfer), 545 (Mutual Administration), 574 (Service Maintenance, 575 (Trust Property Labor); including Capital request and

(Oct 19)

GOLDEN RAIN FOUNDATION Seal Beach, California



Committee Charter

- 44 upcoming Reserve replacements; and
45 **3.11.** Furnish a report at the GRF annual meeting.
46

4. **LIMITATIONS:**

47
48 It is to be recognized that the function of the Committee is to act in an advisory and
49 consulting capacity.
50

51
52 Regulatory or supervisory activities affecting employed personnel are functions of
53 Management and not to be encroached upon by any Committee Chairperson or member,
54 either individually or collectively.
55

56 The Committee does not have the authority to enter into written contracts or oral
57 agreements with any third parties on behalf of the GRF BOD. Authority to authorize
58 contracts and/or expenses rests solely with the BOD.
59
60

Document History

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|----------|-----------|-----------|-----------|----------|-----------|
| Adopted: | 23 Sep 14 | Amended: | 24 Feb 15 | Amended: | 21 Jun 16 |
| Amended: | 26 Sep 17 | *Amended: | 13 Aug 18 | Amended: | 23 Oct 18 |
| Amended: | 23 Jul 19 | Amended: | 27 Aug 19 | Amended: | 09 Sep 19 |
| Amended: | 22 Oct 19 | | | | |

Keywords: Mutual Service Charter Stock
 Administration Maintenance Transfer

61
62 *Administrative content update

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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
SUBJECT: AMEND 60-5130-3, PHYSICAL PROPERTY COMMITTEE CHARTER
DATE: NOVEMBER 12, 2020
CC: FILE

At its meeting on November, recommended the GRF Board amend 60-5130-3, Physical Property Committee Charter.

I move to amend 60-5130-3, Physical Property Committee Charter, revising the procedure to appoint a Vice Chair, as presented.



PHYSICAL PROPERTY

Committee Charter

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VIII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Physical Property Committee (PPC) and grants to the Committee authority specifically stated within the GRF governing documents.

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

1. GOALS:

- 1.1. Increase organizational effectiveness and efficiency
- 1.2. Protect, preserve and improve our assets

2. PURPOSE:

Oversee the operations of the Physical Property and Service Maintenance Departments.

3. DUTIES:

- 3.1. Publish an agenda four (4) days in advance of the Committee meeting;
- 3.2. The Chair shall, with the approval of the Committee, appoint ~~Elect~~ a Vice-Chair; ~~at the first meeting;~~
- 3.3. Review monthly staff report formats to be included in the monthly agenda;
- 3.4. Meet with the PPC staff at least monthly or whenever such meetings are deemed necessary, unless canceled by the Chair;
- 3.5. Review monthly budget comparison for cost centers 70 (Physical Property), and 79 (Community Facilities);
- 3.6. Committee responsibilities include but are not limited to: all community infrastructure and related areas.
- 3.7. Analyze requests from various sources within the community that are within the purview of the BOD;
- 3.8. Oversee services provided to the GRF and Mutual Corporations in the areas of Service Maintenance and Inspection;
- 3.9. Act as coordinating committee on construction and service bids;
- 3.10. Assist the BOD in understanding the compliance with any contracts relating to PPC;
- 3.11. Quarterly review of all contracts related to the PPC.
- 3.12. Initial approval and recommendation to the Finance Committee of the annual budget for cost centers 70 (Physical Property), and 79 (Community Facilities) including Capital requests and upcoming Reserve replacements;
- 3.13. Review policies for cost centers 70 (Physical Property), and 79 (Community Facilities). Send recommended changes to the BOD for approval no later than the May meeting; and

(Sep 19)

GOLDEN RAIN FOUNDATION Seal Beach, California



PHYSICAL PROPERTY

Committee Charter

3.14. Chair must furnish a report at the GRF Annual meeting.

4. LIMITATIONS:

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

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

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

Document History

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|----------|-----------|----------|-----------|----------|-----------|
| Adopted: | 11 Jul 69 | Amended: | 15 Dec 76 | Amended: | 15 Oct 85 |
| Amended: | 15 Jul 86 | Amended: | 19 Mar 96 | Amended: | 15 Mar 11 |
| Amended: | 21 Jun 16 | Amended: | 23 May 17 | Amended: | 23 Jul 19 |
| Amended: | 04 Sep 19 | | | | |

Keywords: Charter Physical
Property

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: AMEND 70-5135-3, RECREATION COMMITTEE CHARTER
DATE: NOVEMBER 14, 2020
CC: FILE

It is recommended that the GRF Board amend 70-5135-3, Recreation Committee Charter.

I move to amend 70-5135-3, Recreation Committee Charter, revising the procedure to appoint a Vice Chair, as presented.



RECREATION

Committee Charter

Pursuant to state statute (**Corp. Code §7210; Corp. Code §7212(c)**) and Article VIII of the Bylaws of the Golden Rain Foundation (GRF), the Board of Directors (BOD) hereby establishes the Recreation Committee (RC) and grants to the Committee authority specifically stated within the GRF governing documents.

In accordance with Article VII Section I of the Bylaws, the committee chair and members shall be appointed by the GRF President and approved by action of the BOD.

1. GOALS:

- 1.1. Increase organizational effectiveness and efficiency
- 1.2. Protect, preserve, and improve our assets

2. PURPOSE:

Oversee the recreational facilities and provide activity opportunities for the general enjoyment of the community.

3. DUTIES:

- 3.1. Publish an agenda four (4) days in advance of the Committee meeting;
- 3.2. The Chair shall, with the approval of the Committee, appoint ~~Elect~~ a Vice-Chair ~~at the first meeting;~~
- 3.3. Review monthly staff report formats to be included in the monthly agenda;
- 3.4. Meet with the Recreation Department staff at least monthly or whenever such meetings are deemed necessary, unless cancelled by the chair;
- 3.5. Review monthly budget comparison for Cost Centers 735 (Library), 740 (Recreation), 745 (Amphitheater), 746 (Golf Course), 747 (5.5 Acre Lot), 748 (Swimming Pool), 749 (Janitorial Service), 651 (Clubhouse One), 652 (Clubhouse Two), 653 (Clubhouse Three), 754 (Clubhouse Four), and 656 (Clubhouse Six);
- 3.6. Receive and analyze requests from GRF Board members, Mutual Boards, Administrative Staff or Members;
- 3.7. Make referrals to the Physical Property Committee for cost and feasibility studies of those projects involving capital construction, additions to or modifications of existing structure or facilities, and/or maintenance thereof, before submitting recommendations to the BOD;
- 3.8. Originate, research, evaluate and develop recreational plans, ideas and programs;
- 3.9. Assist the BOD in understanding compliance with any contracts relating to Recreation;
- 3.10. Provide an initial approval and recommendation to the Finance Committee of the annual budget for Cost Centers 735 (Library), 740 (Recreation), 745 (Amphitheater),

(Sep 20)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

Committee Charter

746 (Golf Course), 747 (5.5 Acre Lot), 748 (Swimming Pool), 749 (Janitorial Service), 651 (Clubhouse One), 652 (Clubhouse Two), 653 (Clubhouse Three), 654 (Clubhouse Four), and 656 (Clubhouse Six), including Capital requests and upcoming Reserve replacements;

3.11. Review policies for Cost Centers 735 (Library), 740 (Recreation), 745 (Amphitheater), 746 (Golf Course), 747 (5.5 Acre Lot), 748 (Swimming Pool), 749 (Janitorial Service), 651 (Clubhouse One), 652 (Clubhouse Two), 653 (Clubhouse Three), 654 (Clubhouse Four), and 656 (Clubhouse Six) yearly and send recommended changes to the GRF BOD for approval; and

3.12. Furnish a report at the GRF Annual meeting.

4. LIMITATIONS:

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

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

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

Document History

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|----------|-----------|-----------|------------|----------|-----------|
| Adopted: | 11 Jul 69 | Revised: | 15 Dec 76 | Revised: | 19 Nov 85 |
| Revised: | 19 Mar 96 | Amended: | 21 Jun 16 | Amended: | 23 May 17 |
| Amended: | 26 Sep 17 | Reviewed: | 07 Aug 18 | Amended: | 23 Jul 19 |
| Amended: | 04 Sep 19 | Reviewed: | 08 Sept 20 | | |

Keywords: Charter Recreation

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: COVID-19 AD HOC COMMITTEE
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: ADOPT AND IMPLEMENT 70-1448-3R, EMERGENCY OPERATIONAL
PROCEDURES-MISSION PARK, PHASE ONE
DATE: NOVEMBER 12, 2020
CC: FILE

At the regularly scheduled meeting of the COVID-19 Ad hoc Committee, the Committee moved and approved to recommend to the Board proposed emergency action 70-1448-3R, to re-open Trust property as identified as the Mission Park under all applicable or more restrictive public health and safety orders.

In the drafting and subsequent committee review of the proposed emergency action policy, key areas of committee deliberation were focused on:

- Number of Seal Beach COVID-19 cases as reported by the Orange County Health authority to date
- Number of COVID-19 deaths
- A clear majority of the over 9,000 community members are clearly in the “at risk” category, due to age or preexisting medical conditions
- Reason rules must also take into consideration, Caregivers, and Shareholders/Members guests
- GRF as an employer has the obligation to establish rules to protect the health and safety of our employees
- Proposed actions MUST represent the mutual benefit of a majority of the Shareholder/members

1st Motion

I move to adopt emergency action policy 70-1448-3R for Trust property identified as the Mission Park, under the provisions civil code (§4360(d)).

2nd Motion

I move to implement emergency action policy 70-1448-3R for Trust property identified as the Mission Park, under the provisions civil code (§4360(d)).

RECREATION**Mission Park – Phase Two – Emergency Operational Procedures**

Due to government restrictions and recommendations brought about by the pandemic, this rule permits the use of the Mission Park – Multi-Use Courts during emergency health crises and incorporates guidelines for at risk senior communities. The GRF will take the following steps to ensure a safe environment for re-opening the Mission Park – Multi-Use Courts, for limited in-person activity.

Use of this facility is not allowed if you are exhibiting any symptoms of the coronavirus: Mild to severe respiratory illness with fever, cough and difficulty breathing, or other symptoms identified by the CDC; have been in contact with someone with COVID-19 in the last 14 days. Completion of a COVID Survey is required for all GRF members using this facility.

The Recreation Department will make the Mission Park – Multi-Use Courts available for Member usage under the following restrictions:

1. FACE MASKS

- 1.1. Wearing a face mask is mandatory. Mask must cover nose and mouth completely.
- 1.2. Public health authorities recommend the face mask is the minimum requirement for protection of both the wearer and the people around the wearer.
- 1.3. A splash shield/face shield does not provide a level of protection to the wearer and those around them.
- 1.4. A splash shield/face shield may be worn in addition to the required mask.

2. PICKLEBALL

The following procedure has been expanded pursuant to regulations recommended by the USA Pickleball Association and incorporates guidelines for at risk senior communities in particular.

- 2.1. Play at the Multi-Use court, when opened, must be booked through the <http://www.lwsb.com> website. Walk on games are allowed permitting but reservations have priority.
- 2.2. Requests are accepted at <http://www.lwsb.com/reserve> Monday through Sunday before 4:00 p.m. for play the following day.
 - 2.2.1. Players must check in with staff to verify their reservation.
 - 2.2.2. Staff may request a player's GRF ID at any time.

RECREATION**Mission Park – Phase Two – Emergency Operational Procedures**

- 2.3.** Hours of operation are 8:30 a.m. to 7:00 p.m. daily. They are posted on the court and on the website.
 - 2.3.1.** Scheduling will be adjusted by management as needed to satisfy safety requirements and conform to Staff hours.
 - 2.3.2.** GRF may close the facility completely without notice.
- 2.4.** No after game congregation/socializing is permitted in Mission Park, the parking lot or the immediate surrounding area. After their match, players must promptly leave the Mission Park/Clubhouse Two area.
- 2.5.** To eliminate touch points, benches, score tenders, and all tables and chairs will be removed.
- 2.6.** Masks must be worn in all areas until playing begins on the court. Masks also must be worn after play is completed.
- 2.7.** Social distancing as defined by the CDC (maintaining 6 feet of distance) must be maintained at all times.
- 2.8.** Participants should wash their hands with soap and water (for 20 seconds or longer) or use a hand sanitizer before and after each match.
- 2.9.** A disinfecting/sanitizing bucket will be on site, between Bocce and Multi-Use courts for players to use to clean balls and paddles.
- 2.10.** The Clubhouse Two restrooms will be made available; however, no more than 2 players per restroom will be permitted at a time.
- 2.11.** Multi-Use games are limited to one hour of play. Pickleball games are limited to 4 players per court for one hour of play.
- 2.12.** Multi-Use players must provide their own paddles, balls and gloves.
 - 2.12.1.** Players must wear gloves when handling the ball and not touch other players' equipment.
 - 2.12.2.** Should a ball identified with another player wind up on your side of the court, do not touch the ball with your hands. Use your paddle or feet to advance the ball to the other side of the court.

Document History

Adopted: XX XXX 20

Keywords: Mission Park Phase Two Multi-Use COVID Pickleball



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: COVID-19 AD HOC COMMITTEE
FROM: RANDY ANKENY, EXECUTIVE DIRECTOR
SUBJECT: ADOPT 70-1448-3S, EMERGENCY OPERATIONAL PROCEDURES-GOLF
COURSE, PHASE TWO
DATE: NOVEMBER 12, 2020
CC: FILE

At the regularly scheduled meeting of the COVID-19 Ad hoc Committee, the Committee moved and approved to recommend to the Board proposed emergency action 70-1448-3S, Phase Two, to re-open Trust property as identified as the Golf Course under all applicable or more restrictive public health and safety orders.

In the drafting and subsequent committee review of the proposed emergency action policy, key areas of committee deliberation were focused on:

- Number of Seal Beach COVID-19 cases as reported by the Orange County Health authority to date
- Number of COVID-19 deaths
- A clear majority of the over 9,000 community members are clearly in the “at risk” category, due to age or preexisting medical conditions
- Reason rules must also take into consideration, Caregivers, and Shareholders/Members guests
- GRF as an employer has the obligation to establish rules to protect the health and safety of our employees
- Proposed actions MUST represent the mutual benefit of a majority of the Shareholder/members

I move to adopt emergency action policy 70-1448-3S, Phase Two, for Trust property identified as the Golf Course, under the provisions civil code ([§4360\(d\).](#)).



RECREATION

Golf Course, Phase Two – Emergency Operational Procedures

Due to government restrictions and recommendations brought about by the pandemic, this rule permits the use of the Golf Course during emergency health crises and incorporates guidelines for at risk senior communities. The GRF will take the following steps to ensure a safe environment for re-opening the Golf Course, for limited in-person activity.

Use of this facility is not allowed if you are exhibiting any symptoms of the coronavirus: Mild to severe respiratory illness with fever, cough and difficulty breathing, or other symptoms identified by the CDC; have been in contact with someone with COVID-19 in the last 14 days. Completion of a COVID Survey is required for all GRF members using this facility.

The Recreation Department will make the Golf Course are available for Member usage under the following restrictions:

1. FACE MASKS

- 1.1. Wearing a face mask is mandatory. Mask must cover nose and mouth completely.
- 1.2. Public health authorities recommend the face mask is the minimum requirement for protection of both the wearer and the people around the wearer.
- 1.3. A splash shield/face shield does not provide a level of protection to the wearer and those around them.
- 1.4. A splash shield/face shield may be worn in addition to the required mask.

2. GOLF COURSE

The following procedure will be implemented to allow for GRF members, in good standing, to utilize the golf course:

- 2.1. All rounds will be booked through the Golf Starter by email or telephone. Walk ons are allowed. The hours of play will be from 8:00 a.m. to 7:00 p.m. during Daylight Savings Time and 8:00 a.m. to 5:00 p.m. during Pacific Standard Time.
- 2.2. Golfers may play as often as they wish provided, they reserve a tee time in advance.
- 2.3. A round is 9 holes. At the discretion of the Starter, a second round during a tee time may be allowed if the schedule permits.
- 2.4. No tournament play will be allowed.

RECREATION

Golf Course, Phase Two – Emergency Operational Procedures

- 2.5. Golfers are required to book the day before their actual tee date and time by emailing <http://www.lwsb.com/reserve>
- 2.6. Golfers without a reserved tee time may call on the day of play to inquire if any openings are available, however reserved times will take precedence.
- 2.7. Walk-ins will be accepted at the discretion of the Starter but may play a single round only between 8:00 a.m. and 12:00 p.m. when the course is busiest. Two rounds will be permitted after noon at the discretion of the Starter.
- 2.8. Only rounds of 1 or up to 4 golfers will be permitted and the names of all golfers must be submitted at the time of booking with Mutual and apartment number.
- 2.9. Golfers must state 3 tee times, in order of preference, in case their first choice is not available.
- 2.10. Golfers may not arrive sooner than 10 minutes before their tee times and all tee times will be spread 10 minutes apart.
- 2.11. Masks and 6-foot distancing will always be required.
- 2.12. Proper attire is required, including shirts and golf shoes.
- 2.13. No gathering will be permitted before or after rounds have been played.
- 2.14. No Golfer may touch any other Golfer's equipment including golf balls.
- 2.15. The Starter Shack will be closed to all gatherings and will only be available for restroom use.
- 2.16. The Starter can only be addressed through the protective window area.
- 2.17. The putting green area will also be open with all required restrictions.
- 2.18. The hitting cage will remain closed.
- 2.19. The Golf Starter will have the final say in all matters.
- 2.20. The following are additional restrictions on the course:
 - 2.20.1. No score cards will be provided.
 - 2.20.2. No posting of scores.
 - 2.20.3. Ball washers are not available.
 - 2.20.4. Shoe cleaning station will be off limits due to touch surfaces.
 - 2.20.5. Flag sticks to remain in the hole and a suitable method to fill the cups filled so that golf balls are readily accessible.
 - 2.20.6. No food or beverage services allowed.
 - 2.20.7. Patio chairs and benches have been removed to prevent gathering of groups and to maintain social distancing.



RECREATION

Golf Course, Phase Two – Emergency Operational Procedures

Document History

Adopted: 28 Jul 20

Keywords: Golf Course Recreation COVID Phase
Two



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: TRUST PROPERTY EXCLUSIVE USE/USERS
DATE: NOVEMBER 17, 2020
CC: FILE

The annual leases on the Organizations and Clubs noted below will be expiring on December 31, 2020.

1. Friends of the Library Club
2. Genealogy Club
3. Golden Age Foundation
4. Historical Society
5. LW Trailer Club
6. Radio Club
7. Rolling Thunder
8. Theater Club
9. Video Producers Club
10. Mutual Eight

Per policy, the Finance Committee has jurisdiction over all income producing leases and, at the November 16, 2020 meeting of the Finance Committee, the Committee duly moved to recommend to the Board the 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, 2021 to December 31, 2021.

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. Friends of the Library Club
2. Genealogy Club
3. Golden Age Foundation
4. Historical Society
5. LW Trailer Club
6. Radio Club
7. Rolling Thunder
8. Theater Club
9. Video Producers Club
10. Mutual Eight



LEASE AGREEMENT – FRIENDS OF THE LIBRARY

No. _____

This lease agreement is made on January 1st, 2021 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and Friends of the Leisure World Library, a California non-profit public benefit corporation (hereinafter referred to as "**FRIENDS**") 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 1,150 square feet building, located at 2300 North Gate Road (hereinafter the "Premises").
- b. **FRIENDS** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **FRIENDS** 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, 2021 and shall expire December 31st, 2021. GRF and/or **FRIENDS** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

FRIENDS 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

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

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



RECREATION

LEASE AGREEMENT – FRIENDS OF THE LIBRARY

- a. **FRIENDS** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)
- b. **FRIENDS** 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. **FRIENDS** shall comply with the **FRIENDS'** Bylaws attached to this Agreement and shall include a resolution from the **FRIENDS'** Board of Directors to enter this agreement.
- d. **FRIENDS** shall comply with all of the regulations and rules of **FRIENDS'** use of the Premises including, without limitation, the obligation, at **FRIENDS'** 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. **FRIENDS** 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. **FRIENDS** 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 **FRIENDS's** personal property and equipment stored at the Premises.
- g. **FRIENDS** shall procure any and all permits required by law to operate the business of **FRIENDS** at the Premises.

5. DISCLAIMER

FRIENDS agrees, all acts by **FRIENDS**, 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 **FRIENDS**.

6. MAINTENANCE

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

- a. **FRIENDS** shall be liable for any damage to the Premises resulting from the acts or omissions of **FRIENDS**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **FRIENDS** 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 **FRIENDS** to remove



RECREATION

LEASE AGREEMENT – FRIENDS OF THE LIBRARY

any alteration that **FRIENDS** has made to the Premises. If GRF so elects, **FRIENDS** at its cost, shall restore the Premises to the original condition.

- c. If **FRIENDS** 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 **FRIENDS** 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 **FRIENDS** 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 **FRIENDS'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 **FRIENDS's** use of the Premises.

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

9. ASSIGNMENT

FRIENDS 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

RECREATION**LEASE AGREEMENT – FRIENDS OF THE LIBRARY**

assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

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

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

10. DEFAULT

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

- 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 **FRIENDS**. If a default cannot reasonably be cured within thirty (30) days, **FRIENDS** shall not be in default of this Agreement if **FRIENDS** 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 **FRIENDS** 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 **FRIENDS** commit 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 **FRIENDS'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 **FRIENDS** shall terminate this Agreement.
- c. GRF, at any time after **FRIENDS** commits a default, can cure the default at **FRIENDS's** cost. If GRF at any time, by reason of **FRIENDS's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **FRIENDS** shall be due immediately from **FRIENDS** 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.

RECREATION**LEASE AGREEMENT – FRIENDS OF THE LIBRARY**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 **FRIENDS** 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.

13. WAIVER

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

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

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California



LEASE AGREEMENT – FRIENDS OF THE LIBRARY

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

FRIENDS OF THE LW LIBRARY

President (*signature*)

President (*signature*)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. FRIENDS Bylaws
2. FRIENDS Resolution

Document History

Reviewed: XX XXX 20

Keywords:

Lease Library Recreation
Agreement

LEASE AGREEMENT – GENEALOGY CLUB

No. _____

This lease agreement is made on January 1st, 2021 ("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 546 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, 2021 and shall expire December 31st, 2021. 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)



RECREATION

LEASE AGREEMENT – GENEALOGY CLUB

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

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.

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION**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.

RECREATION**LEASE AGREEMENT – GENEALOGY CLUB**

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.
- 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.

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.

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

LEASE AGREEMENT – GENEALOGY CLUB

GOLDEN RAIN FOUNDATION

GENEALOGY CLUB

President (signature)

Print

Date

Mailing Address

President (signature)

Print

Date

Mailing Address

- Attachments:
- 1. CLUB Bylaws
 - 2. CLUB Resolution

Document History

Reviewed: XX XXX 20

Keywords: Lease Agreement Genealogy Recreation Club



RECREATION

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

No. _____

This lease agreement is made on January 1st, 2021 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Golden Age Foundation, a 501 (c) 3 philanthropic organization (hereinafter referred to as "**GOLDEN AGE**") 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 1A & 1B in Clubhouse Six (6) building of 790 square feet, located at 1661 Golden Rain Road, Building E (hereinafter the "Premises").
- b. **GOLDEN AGE** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **GOLDEN AGE** 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, 2021 and shall expire December 31st, 2021. GRF and/or **GOLDEN AGE** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

GOLDEN AGE 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

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

GOLDEN AGE's use of the Premises as provided in this Agreement shall be in accordance with the following:



RECREATION

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

- a. **GOLDEN AGE** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)
- b. **GOLDEN AGE** 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. **GOLDEN AGE** shall comply with the **GOLDEN AGE's** Bylaws attached to this Agreement and shall include a resolution from the **GOLDEN AGE's** Board of Directors to enter this agreement.
- d. **GOLDEN AGE** shall comply with all of the regulations and rules of **GOLDEN AGE's** use of the Premises including, without limitation, the obligation, at **GOLDEN AGE'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. **GOLDEN AGE** 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. **GOLDEN AGE** 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 **GOLDEN AGE's** personal property and equipment stored at the Premises.
- g. **GOLDEN AGE** shall procure any and all permits required by law to operate the business of **GOLDEN AGE** at the Premises.

5. DISCLAIMER

GOLDEN AGE agrees, all acts by **GOLDEN AGE**, 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 **GOLDEN AGE**.

6. MAINTENANCE

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

- a. **GOLDEN AGE** shall be liable for any damage to the Premises resulting from the acts or omissions of **GOLDEN AGE**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **GOLDEN AGE** 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 **GOLDEN AGE** to remove any

(XXX 20)

GOLDEN RAIN FOUNDATION Seal Beach, California



RECREATION

LEASE AGREEMENT – GOLDEN AGE FOUNDATION

alteration that **GOLDEN AGE** has made to the Premises. If GRF so elects, **GOLDEN AGE** at its cost, shall restore the Premises to the original condition.

- c. If **GOLDEN AGE** 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 **GOLDEN AGE** 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 **GOLDEN AGE** 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 **GOLDEN AGE'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 **GOLDEN AGE's** use of the Premises.

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

9. ASSIGNMENT

GOLDEN AGE 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



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LEASE AGREEMENT – GOLDEN AGE FOUNDATION

assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

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

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

10. DEFAULT

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

- 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 **GOLDEN AGE**. If a default cannot reasonably be cured within thirty (30) days, **GOLDEN AGE** shall not be in default of this Agreement if **GOLDEN AGE** 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 **GOLDEN AGE** 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 **GOLDEN AGE** 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 **GOLDEN AGE'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 **GOLDEN AGE** shall terminate this Agreement.
- c. GRF, at any time after **GOLDEN AGE** commits a default, can cure the default at **GOLDEN AGE's** cost. If GRF at any time, by reason of **GOLDEN AGE's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **GOLDEN AGE** shall be due immediately from **GOLDEN AGE** 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.



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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 **GOLDEN AGE** 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.

13. WAIVER

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

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

**RECREATION****LEASE AGREEMENT – GOLDEN AGE FOUNDATION**

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**GOLDEN AGE FOUNDATION**_____
President (*signature*)_____
President (*signature*)_____
Print_____
Print_____
Date_____
Date_____
Mailing Address_____
Mailing Address

Attachments:

1. GOLDEN AGE Bylaws
2. GOLDEN AGE Resolution

Document History

Reviewed: XX XXX 20

Keywords: Lease Agreement Golden Age Foundation Recreation



LEASE AGREEMENT – LW HISTORICAL SOCIETY

No. _____

This lease agreement is made on January 1st, 2021 ("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, 2021 and shall expire December 31st, 2021. 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:



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LEASE AGREEMENT – LW HISTORICAL SOCIETY

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

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GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION**LEASE AGREEMENT – LW HISTORICAL SOCIETY**

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 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

RECREATION**LEASE AGREEMENT – LW HISTORICAL SOCIETY**

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 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.

RECREATION**LEASE AGREEMENT – LW HISTORICAL SOCIETY**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)

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



LEASE AGREEMENT – LW HISTORICAL SOCIETY

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

LW HISTORICAL SOCIETY

President (signature)

Print

Date

Mailing Address

President (signature)

Print

Date

Mailing Address

- Attachments:
- 1. CLUB Bylaws
 - 2. CLUB Resolution

Document History

Reviewed: XX XXX 20

Keywords: Lease Agreement Historical Society Recreation Club

RECREATION

70-1489-4



LEASE AGREEMENT – GRF AND LW TRAILER CLUB

No. _____

This Lease Agreement (also referred to herein as "Lease" "Agreement" or "Lease Agreement" is made between Golden Rain Foundation, a California Corporation (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740, and Leisure World Trailer **CLUB**, a California Corporation (hereinafter referred to as "**CLUB**"), 13599 El Dorado Drive, Seal Beach, California, 90740, who agree as follows:

1. OPENING CLAUSES

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

- a. GRF is the owner (in Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. **CLUB** is willing to lease one (1) assigned stall within premises pursuant to the provisions stated in this Lease (referred to herein as the "premises" unless the context indicates otherwise).
- b. **CLUB** wishes to lease a nominal portion (one (1) assigned stall) as identified within and per terms and conditions of this agreement for the sole purpose of storage of the **CLUBS** general use supply trailer (events, cooking and camping supply trailer).
- c. GRF and **CLUB** have examined the portion of Trust property assigned to this agreement and are fully informed of its condition.

2. PREMISES

GRF leases to **CLUB** and **CLUB** leases from GRF a portion of Trust property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California, identified as stall L25.

Note: during the term of the agreement the assigned area may be revised as necessitated by the replacement of the wall adjacent to the assigned area.

3. TERM

The term of this Lease shall be one (1) year commencing August 1, 2020 and ending December 31, 2021, as provided in this Lease Agreement.

4. ANNUAL RENTAL AND TAXES

- a. **CLUB** shall pay to GRF a minimum annual payment, without deductions,

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GOLDEN RAIN FOUNDATION Seal Beach, California

LEASE AGREEMENT – GRF AND LW TRAILER CLUB

set off, prior notice or demand, the sum of:

- i. One-dollar (\$1.00), payable ten (10) days after this lease is signed and the **CLUB** is invoiced for stall Number L25 for the sole use of the **CLUB's** general use supply trailer (events, cooking and camping supply trailer).
- b. All payments shall be paid to GRF at the address to which notices to GRF are given.
- c. GRF will pay all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item (b) above.
 - i. In the event the County of Orange or the State of California increases the real property tax amount or levies a general or special assessment on the portion of the premises documented in Section I, Item (b), that amount will be paid by GRF and the annual payment for the subsequent year will increase by the amount equal to the increase or assessment.

5. **USAGE**

- a. **CLUB** shall use the assigned stall. No other uses may be made of these premises without the prior written consent of GRF.
 - i. Stall Number L25, storage of **CLUBs** general use trailer (events, cooking and camping supply trailer).
- b. **CLUB's** use of the premises as provided in this Lease shall be in accordance with the following:
 - i. **CLUB** shall not do, bring or keep anything in or about the premises that will result in the violation of any law and/or cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
 - ii. **CLUB** shall comply with all of the laws/policies concerning the premises or **CLUB's** use of the premises, including with limitation, the obligation at **CLUB** to be compliant with all established GRF policies.
 - iii. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste in the area assigned to the **CLUB**, the parties hereby agree to cancel this Lease Agreement without any cancellation notice required. Further, the **CLUB** will be solely

LEASE AGREEMENT – GRF AND LW TRAILER CLUB

- 85 responsible for the removal of all **CLUB**'s property and any and all
86 fees related to clean up and/or remediation of hazardous materials.
87 iv. **CLUB** shall not use the premises in any manner that will constitute
88 waste, nuisance, or unreasonable annoyance to owners or
89 occupants of adjacent property. **CLUB** shall at all times during the
90 terms of this Lease and at its own cost and expense, repair replace
91 and maintain in a good, safe and substantial condition the assigned
92 portion of Trust property and amenities within the assigned area
93 and any improvements thereon and shall use all reasonable
94 precaution to prevent waste, damage or injury to the assigned Trust
95 property.
96 v. Any **CLUB** trailers must have GRF required stickers, per policy, to
97 show proof of registration of the vehicles/trailers using the assigned
98 proportion of Trust property. **CLUB** must show proof of a valid
99 driver's license, liability insurance and vehicle registration.
100 vi. **CLUB** shall keep the assigned stall clean and free of clutter always.
101 All materials must be stored within the assigned area. All trash is to
102 be placed in trash containers. No debris shall be tossed or left on
103 the ground.
104 vii. No hazardous materials are to be maintained, stored or disposed
105 of in the assigned area.
106 viii. **CLUB** and its members shall not conduct commercial enterprise on
107 the premises.
108 ix. **CLUB** may adopt rules for the assigned stall, but such rules must
109 be consistent with and must not contradict this agreement. All rules
110 and any changes must be on file in the Recreation Department.
111 x. No sleeping, living or cooking in the assigned stall at any time.
112 xi. Only members of GRF can be **CLUB** members, per Recreation
113 policy.
114

115 6. **MAINTENANCE**

116
117 **CLUB**, at its cost, shall maintain in good condition, all portions of the assigned
118 stall including, without limitation, any personal property and improvements of GRF
119 currently located on the premises.
120

- 121 a. **CLUB** shall be liable for any damage to the premises resulting from the
122 acts of omissions of **CLUB** or its authorized representatives.
123 b. GRF shall not have any responsibility to maintain the assigned area.
124 c. **CLUB** shall not make any alterations to the assigned stall without GRF's
125 written consent. Any alterations made shall remain on and be
126 surrendered with the assigned area on expiration or termination of the
127 term, except that GRF can elect within six (6) months before expiration
128 of the term, to require **CLUB** to remove any alteration that **CLUB** has
129 made to the assigned area. If GRF so elects, **CLUB**, at its cost, shall

LEASE AGREEMENT – GRF AND LW TRAILER CLUB

restore the assigned area to the condition designated by GRF in its election before the last day of the term.

- d. If **CLUB** makes any alterations to the assigned stall as provided in this paragraph, the alterations shall not be commenced until thirty (30) days after GRF has received 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. **MECHANIC'S LIENS**

CLUB shall pay all costs for construction done by it or caused to be done by it on the assigned stall as permitted by this Lease. **CLUB** shall keep the assigned area, including improvements and land in which the assigned area is a part, free and clear of all mechanic's liens resulting from construction done by or for the **CLUB**. **CLUB** shall have the right to contest the correctness or the validity of any such lien, if immediately on demand by GRF, **CLUB** procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

The bond shall meet the requirements of Civil Code Section 3143 which provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

8. **UTILITIES AND SERVICES**

No utilities are provided (Water, Electricity, Gas, Telephone, etc.)

9. **INDEMNITY AND INSURANCE**

- a. To the maximum extent permitted by law, GRF shall not be liable to **CLUB** for any damages to **CLUB**'s or **CLUB**'s property from any cause whatsoever, including without limitation, collision, fire, vandalism, or theft. **CLUB** waives, releases and forever discharges all claims against GRF for damage to person or property arising for any reason, except that GRF shall be liable to **CLUB** for damage resulting from the acts or omissions of GRF or its authorized representatives.
- b. To the maximum extent permitted by law, **CLUB** shall indemnify, defend and hold GRF and its agents, authorized representative. directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney fees and costs arising out of or relating to **CLUB**'s use of the premises, including without limitation, any injury to persons or damage to property.
- c. **CLUB** shall pay the premiums for maintaining any Insurance required by this Lease.
- d. **CLUB** shall maintain liability insurance covering **CLUB** property located

LEASE AGREEMENT – GRF AND LW TRAILER CLUB

on the assigned area (including any towing vehicle used for delivery or removal of a trailer), with limits of not less than [\$100,000] for bodily injury and property damage.

- e. Any **CLUB** activity which requires special insurance not specifically mentioned herein will be maintained by **CLUB**. Proof of such insurance shall be provided annually to GRF.

10. **ASSIGNMENT**

- a. **CLUB** shall not voluntarily assign or encumber its interest in this Lease or in the assigned area, or sublease all or part of the assigned area, or allow any person or entity to occupy or use all or any part of the assigned area, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease with 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.
- b. Any dissolution, merger, consolidation or other reorganization of **CLUB**, or the sale or any other transfer of the controlling percentage of the capital stock of **CLUB**, or the sale of fifty-one percent (51%) of the value of the assets of **CLUB**, shall be deemed an involuntary assignment and shall constitute a default by **CLUB** and GRF shall have the right to elect to terminate this Lease, in which case the Lease shall not be treated as an asset of **CLUB**.
- c. No interest of **CLUB** in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
 - i. If **CLUB** is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which **CLUB** is the bankrupt.
 - ii. If a writ of attachment or execution is levied on this lease.
 - iii. If, in any proceeding or action in which **CLUB** is a party, a Receiver is appointed with authority to take possession of the property.
- d. An involuntary assignment shall constitute a default by **CLUB** and GRF shall have the right to elect to terminate this lease, in which case the Lease shall not be treated as an asset of **CLUB**.
- e. **CLUB** understands and agrees that this lease does not convey any interest in the assigned area itself, and the **CLUB** hereby waives any and all notices to quit and agrees to surrender the space at the expiration or termination of this lease, without any notice whatsoever. To the maximum extent permitted by law, **CLUB** waives the benefit of all stay or execution laws, including those in connection with bankruptcy or

LEASE AGREEMENT – GRF AND LW TRAILER CLUB

insolvency.

11. **DEFAULT**

- a. The occurrence of any of the following shall constitute a default by **CLUB**:
 - i. Failure to pay monies when due.
 - ii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after 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 Lease if **CLUB** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
 - iii. If **CLUB** assigns or attempts to assign or transfer its interests as prohibited under Article X of this Lease Agreement.
- b. In the event of default as set forth in subparagraph (a) of this Section, GRF shall have the right to cancel and terminate this Lease Agreement, as well as all of the rights, title, and interest of **CLUB** under this Lease Agreement, by giving to **CLUB** not less than thirty (30) days' notice of the cancellation and termination of this Lease Agreement.
- c. 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.

GRF can terminate **CLUB**'s rightful possession of the assigned area at any time with thirty (30) days' notice. No act by GRF, other than giving notice to **CLUB**, shall terminate this Lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of **CLUB**'s right to possession. On termination GRF has the right to recover from **CLUB**:

12. **RIGHT OF ENTRY**

GRF and its authorized representatives shall have the right to enter the assigned area at all reasonable times for any of the following purposes:

- a. To inspect the premises. GRF staff will do a monthly check of premises and vehicle conditions to determine whether the premises are in a good and safe condition and whether **CLUB** is complying with its obligations under the Lease;
- b. To make repairs that **CLUB** may neglect or refuse to make in accordance with the provisions of this Lease Agreement;
- c. To build, construct, and perform any necessary maintenance on a

LEASE AGREEMENT – GRF AND LW TRAILER CLUB

wall or fence which may be erected by GRF around the outside perimeter of the premises NOTE: GRF will be replacing a section of perimeter wall adjacent to the assigned area, 30 days' notice will be supplied to the **CLUB**, including action required by the **CLUB** in the construction of the wall;

- d. To serve, post, or keep posted, any notices required or allowed under the provisions of this lease;
- e. To do any necessary maintenance or maintain water service as agree by GRF herein above;
- f. GRF Security shall have the right to enter the assigned area at all times.

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 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 in the introductory paragraph of this Lease. 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 paragraph.

14. **WAIVER**

No breach of any provision hereof can be waived unless it is done in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or other provisions hereof.

15. **ATTORNEYS' FEES**

The prevailing party in any action or proceeding (including without limitation arbitration) to enforce this Lease 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 PROVISIONS**

- a. At the commencement of the term, **CLUB** shall accept the assigned area and improvements and any equipment in their existing condition and state of repair, and **CLUB** agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of lessor in respect to the buildings, improvements. and

LEASE AGREEMENT – GRF AND LW TRAILER CLUB

equipment except as contained in the provisions of this Lease Agreement. GRF shall in no event be liable for any latent defects.

- b. Entire Agreement. This Lease Agreement sets forth the entire agreement of the parties with respect to the subject matter of this lease Agreement and supersedes all prior agreements or understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.
- c. Construction. This lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.
- d. Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease Agreement transmitted by facsimile shall have the same force and effect as original signatures.
- e. Authority to Enter Agreement. This Lease Agreement is the result of arms-length negotiations. Each signatory to this Lease Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Lease Agreement.

RECREATION

70-1489-4



LEASE AGREEMENT – GRF AND LW TRAILER CLUB

GOLDEN RAIN FOUNDATION

GRF AND LW TRAILER CLUB

President (*signature*)

Print

Date

Mailing Address

President (*signature*)

Print

Date

Mailing Address

Attachments:

1. **CLUB** Bylaws
2. **CLUB** Resolution

Document History

Reviewed: XX XXX 20

Keywords: Lease Agreement Trailer Recreation RV Club

**RECREATION****LEASE AGREEMENT – LEISURE WORLD RADIO CLUB**

No. _____

This lease agreement is made on January 1st, 2021 ("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 Radio 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 D in the Amphitheater, consisting of 164 square feet, located at 13521 St. Andrews Drive (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, 2021 and shall expire December 31st, 2021. 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)



RECREATION

LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

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

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.

RECREATION**LEASE AGREEMENT – LEISURE WORLD RADIO 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.



RECREATION

LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

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** 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)



RECREATION

LEASE AGREEMENT – LEISURE WORLD RADIO 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.

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.

RECREATION

70-1494-4



LEASE AGREEMENT – LEISURE WORLD RADIO CLUB

191

GOLDEN RAIN FOUNDATION

LW RADIO CLUB

192

193

President (*signature*)

President (*signature*)

Print

Print

Date

Date

Mailing Address

Mailing Address

194

Attachments:

195

1. CLUB Bylaws

196

2. CLUB Resolution

197

Document History

Reviewed: XX XXX 20

Keywords: Lease Radio Recreation Club
Agreement

198

**RECREATION****LEASE AGREEMENT – ROLLING THUNDER CLUB**

No. _____

This lease agreement is made on January 1st, 2021 (“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, 2021 and shall expire December 31st, 2021. 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 70-1406-1, 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)



RECREATION

LEASE AGREEMENT – ROLLING THUNDER CLUB

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

RECREATION**LEASE AGREEMENT – ROLLING THUNDER CLUB**

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 **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.

**RECREATION****LEASE AGREEMENT – ROLLING THUNDER CLUB**

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.

- 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)



RECREATION

LEASE AGREEMENT – ROLLING THUNDER 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 – ROLLING THUNDER 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

CLUB/CORPORATION

President (*signature*)

Print

Date

Mailing Address

President (*signature*)

Print

Date

Mailing Address

- Attachments:
- 1. CLUB/CORP Bylaws
 - 2. CLUB/CORP Resolution

Document History

Reviewed: XX XXX 20

Keywords: Lease Agreement Rolling Thunder Recreation Club

LEASE AGREEMENT – ROLLING THUNDER CLUB

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

226

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

228

- Batteries

229

- Add water

230

- Clean and replace batteries cables

231

- Lubrication of cables

232

- Provide instructions on battery charging

233

- Add air to tires

234

- Minor repairs

235

- Change tires, fix flats

236

- Install gages and repair flags

237

- Install and repair turn signals

238

- Install and repair brake lights

239

- Install seat belts

240

- Replace windshield or repair

241

- Install horns

242

- Install rear seats or repair

243

- Install cart pick-up beds or repair

244

- Install rear view mirrors

245

- Fix or install covers

246

247

_____. (Initials)

**RECREATION****LEASE AGREEMENT – LEISURE WORLD THEATER CLUB**

No. _____

This lease agreement is made on January 1st, 2021 ("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 a storage area adjacent to the loft, room A in the Amphitheater, consisting of 126 square feet, located at 13521 St. Andrews Drive (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, 2021 and shall expire December 31st, 2021. 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)



RECREATION

LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

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

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.

(XXX 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION**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.



RECREATION

LEASE AGREEMENT – LEISURE WORLD THEATER CLUB

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.
- 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)



RECREATION

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.

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.

RECREATION**LEASE AGREEMENT – LEISURE WORLD THEATER CLUB**

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GOLDEN RAIN FOUNDATION**LW THEATER CLUB**

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President (*signature*)_____
President (*signature*)_____
Print_____
Print_____
Date_____
Date_____
Mailing Address_____
Mailing Address

197

Attachments:

198

1. CLUB Bylaws

199

2. CLUB Resolution

200

Document History**Reviewed:** XX XXX 20**Keywords:** Lease Theater Recreation Club
Agreement

201

RECREATION**LEASE AGREEMENT – VIDEO PRODUCERS CLUB**

No. _____

This lease agreement is made on January 1st, 2021 ("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 room B in the Amphitheater, consisting of 294 square feet, located at 13521 St. Andrews Drive (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, 2021 and shall expire December 31st, 2021. 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)

RECREATION**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.

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."

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."

RECREATION**LEASE AGREEMENT – VIDEO PRODUCERS 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.
- 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

RECREATION**LEASE AGREEMENT – VIDEO PRODUCERS CLUB**

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.
- 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

(XXX 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

RECREATION**LEASE AGREEMENT – VIDEO PRODUCERS CLUB**

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.

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.

RECREATION**LEASE AGREEMENT – VIDEO PRODUCERS CLUB**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**VIDEO PRODUCERS CLUB**_____
President (*signature*)_____
President (*signature*)_____
Print_____
Print_____
Date_____
Date_____
Mailing Address_____
Mailing Address

Attachments:

1. CLUB Bylaws
2. CLUB Resolution

Document History

Reviewed: XX XXX 20

Keywords: Lease Agreement Video Producers Recreation Club

**RECREATION****LEASE AGREEMENT – MUTUAL EIGHT**

No. _____

This agreement is made on January 1st, 2021 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..."



RECREATION

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 one year commencing January 1st, 2021 and shall expire on December 31st, 2021. 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.

RECREATION**LEASE AGREEMENT – MUTUAL EIGHT**89 5. MAINTENANCE

90
91 **MUTUAL EIGHT** shall provide and pay for all maintenance and repairs of Trust
92 property, Lot E including but not limited to; gardening, landscaping, sprinkler
93 repair, and tree trimming services and maintain Trust property, Lot E, in a
94 condition acceptable to the GRF Board.

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

99
100 **MUTUAL EIGHT** shall be liable for any damage to the Trust property, Lot E
101 resulting from the acts or omissions of **MUTUAL EIGHT** or its authorized
102 representatives.

103
104 **MUTUAL EIGHT** shall not make any material alterations to the Trust property, Lot
105 E without GRF's written consent. Any alterations made shall remain on and be
106 surrendered with the Trust property, Lot E on expiration of termination of the
107 term, except that GRF can elect within six (6) months before expiration of the
108 term, to require **MUTUAL EIGHT** to remove any alteration that **MUTUAL EIGHT**
109 has made to the Trust Property.

110 6. INDEMNITY AND EXCULPATION

111
112 GRF shall not be liable to **MUTUAL EIGHT** for any damages to **MUTUAL EIGHT**
113 or **MUTUAL EIGHT's** property from any cause. **MUTUAL EIGHT** waives all claims
114 and indemnifies GRF. **MUTUAL EIGHT** shall indemnify, defend at its sole cost
115 (with counsel selected by GRF) and hold GRF and its employees, agents,
116 representatives, officers, directors, and shareholders harmless from and against
117 any and all claims, demands, actions, liabilities, losses, damages, injuries, costs
118 and expenses (including without limitation, actual attorney's fees and defense
119 costs) arising directly or indirectly out of, or in connection with or related to, this
120 Agreement or in connection with the use and/or maintenance, operation, or
121 condition of Trust property, Lot E, including any and all claims and of Trust
122 property, Lot E, except to the extent any such liability is due to the sole willful
123 misconduct or gross negligence of GRF and/or its employees. This provision to
124 indemnify GRF and its employees, agents, representatives, officers, directors,
125 and shareholders also relates to any and all acts, errors, or omissions,
126 statements or representations made by GRF in the performance and/or non-
127 performance of this Agreement. The obligation of **MUTUAL EIGHT** to indemnify,
128 defend and hold harmless includes but is not limited to the obligation to pay for,
129 on a current bases, all costs of defense of GRF in any action, which costs include
130 but are not limited to the payment of all fees and expenses for legal, expert,
131 accounting or other professional services needed to defend any action brought
132



RECREATION

LEASE AGREEMENT – MUTUAL EIGHT

by any person or entity for which indemnification and defense of GRF is 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.

RECREATION

LEASE AGREEMENT – MUTUAL EIGHT

174 **GOLDEN RAIN FOUNDATION** **MUTUAL EIGHT**

175

President (*signature*)

President (*signature*)

Print

Print

Date

Date

Mailing Address

Mailing Address

176

Attachments:

177

1. CLUB/CORP Bylaws

178

2. CLUB/CORP Resolution

179

Document History

Reviewed: XX XXX 20

Keywords: Lease Mutual Recreation
 Agreement Eight

180



BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: CONCEPTUAL REVIEW, EXCLUSIVE USE OF TRUST PROPERTY
DATE: NOVEMBER 17, 2020
CC: FILE

At the November 16, 2020 meeting of the Finance Committee, the Committee reviewed a request from the Executive Director for conceptual review under Policy 40-5115-3, Finance Committee Charter, section 4.13:

“...Review and make recommendations to the BOD concerning all income producing leases and management agreements;”

The request was founded in the possible use of a limited section of Trust property, as identified below, to generate revenue to help offset GRF expenses.

Trust property, identified as Building D, has approximately 248 square feet of space, located between the Café and Conference Room C and conveniently located. Staff would like to propose renovation of the space for leasing (short terms) for professional, service providers, and even pop up retail. Based on some very preliminary decisions with existing advertisers, there is strong interest.

Improvements to the location to be suitable for leasing include, but are not limited to:

- *Addition of a glass store front*
- *Carpet replacement*
- *General interior repairs and replacements*
- *Furnishing*
- *Lighting replacement*

Costs are estimated at \$14,000 to \$18,000, depending on final scope of work, with weekly lease rates estimated at \$500 plus, for a possible annual return of \$15,000 or more.

After review and deliberation, the Committee moved and approved to recommend to the Board conceptual approval to renovate a section of Building Five and develop policy for the commercial use of approximately 248 square feet of Trust Property.

The action before the Board is to determine if committee and staff time should be allocated to this proposed use of Trust property and the improvement required to lease the property.

I move to conceptually approve the modification of 248 square feet within the first floor of Building Five for leasing to generate revenue to offset expenses. Such conceptual approval is solely given in order to allocate committee and staff resources to fully develop all costs, income projections ,and policies which will require amendment to allow to lease this limited portion of Trust property for commercial use. The Finance Committee shall, at completion of the review, provide a detailed report to the Board for review and consideration.



Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: 2020 / 2021 MASTER INSURANCE POLICY RENEWAL
DATE: NOVEMBER 24, 2020
CC: FILE

DLD Insurance Brokers, Inc. has partnered with the Golden Rain Foundation (GRF) for over 29 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 9.63% over the expiring policy period or overall favorable to the 2021 budget by 6%. Premiums for the renewing coverage period listed by coverage type and comparisons to the expiring policies and the 2021 budgets are shown in Exhibit A – 2020-2021 Insurance Premium Proposal Comparative.

The new master insurance policy proposal of \$2,527,381 includes a 3-year pollution policy totaling \$93,762, of which \$31,254 is to be allocated to the 2021 budget year. Total premium expenditure of \$2,464,873 will be recognized in the 2021 budget.

Combined funds (Foundation and Mutuals), in the amount of \$2,564,405, were included in the respective 2021 operating budgets based upon estimates and assumptions made during the budget period.

TO approve the master insurance policy proposal dated November 1, 2020, as submitted, in the amount of \$2,527,381, for the policy period of December 1, 2020 to November 30, 2021, and authorize the President to sign the required renewal documents pursuant to the related proposal as prepared and submitted by DLD Insurance Brokers, Inc.

2020 / 2021 Insurance Premium Proposal Comparative

Exhibit A

| | GRF & Mutual Combined | | | GRF Only | | |
|--|-----------------------|------------------|----------------|----------------|----------------|---------------|
| | Renewal | Current | Change | Renewal | Current | Change |
| Property | 1,267,239 | 1,157,981 | 109,258 | 82,497 | 74,142 | 8,355 |
| Automotive Liability | 6,805 | 6,815 | (10) | 6,805 | 6,815 | (10) |
| General Liability | 477,675 | 460,493 | 17,182 | 31,097 | 29,484 | 1,613 |
| Total Property & Liability | 1,751,719 | 1,625,289 | 126,430 | 120,399 | 110,441 | 9,958 |
| Boiler & Machinery | 23,030 | 19,029 | 4,001 | 1,499 | 1,218 | 281 |
| Umbrella (Includes Excess Liability) | 268,750 | 228,779 | 39,971 | 268,750 | 228,779 | 39,971 |
| Forefront Security (GRF) | 29,438 | 27,163 | 2,275 | 29,438 | 27,163 | 2,275 |
| Directors & Officers (GRF) | 105,484 | 92,146 | 13,338 | 105,484 | 92,146 | 13,338 |
| Cyber Liability (GRF) | 7,446 | 4,758 | 2,688 | 7,446 | 4,758 | 2,688 |
| Errors & Omissions (GRF) | 63,446 | 61,784 | 1,662 | 63,446 | 61,784 | 1,662 |
| Directors & Officers (Mutuals) | 175,639 | 153,928 | 21,711 | - | - | - |
| Cyber Liability (Mutuals) | 8,667 | 4,317 | 4,350 | - | - | - |
| Total Management Liability | 681,900 | 591,904 | 89,996 | 476,063 | 415,848 | 60,215 |
| Pollution Policy (3-yr term 2021 - 2023) | 31,254 | 31,239 | 15 | 31,254 | 31,239 | 15 |
| Total Policy Premiums | 2,464,873 | 2,248,432 | 216,441 | 627,716 | 557,528 | 70,188 |
| Annual Budget (GRF & Mutual Combined) | 2,564,405 | 2,403,016 | 161,389 | 635,617 | 551,793 | 83,824 |
| Variance to Budget Favorable (Unfavorable) | 99,532 | 154,584 | | 7,901 | (5,735) | |



2020-2021 Premium Summaries for All Lines:

| Coverage | 2019-2020 Expiring | 2020-2021 Renewal Premium |
|--|--|---|
| Property | \$1,157,981 | \$1,267,239 |
| General Liability (including Clubs) | \$451,091 | \$477,675 |
| Auto Liability | \$6,816 | \$6,805 |
| Umbrella/Excess Liability | \$228,779 | \$268,750 |
| Boiler and Machinery | \$19,029 | \$23,030 |
| Environmental / Pollution (3-year term) | \$93,716 | \$93,762 |
| ForeFront | \$27,163 | \$29,438 |
| GRF D&O/EPL | \$55,785 <u>36,361</u> \$92,146 | \$63,385 <u>42,099</u> \$105,484 |
| Mutual's D&O/EPL | \$95,735 <u>58,213</u> \$153,948 | \$108,605 <u>67,034</u> \$175,639 |
| Professional Liability / E&O | \$61,784 | \$63,446 |
| GRF Cyber Liability | \$4,758 | \$7,446 |
| Mutual's Cyber | \$4,317 | \$8,667 |
| TOTAL (including all Taxes & Fees) | \$2,301,528 | \$2,527,381 |

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTIES COMMITTEE (MW)
SUBJECT: RESERVE FUNDING REQUEST - TRUST PROPERTY IMPROVEMENT – RV LOT
DATE: NOVEMBER 16, 2020
CC: FILE

The Physical Property Committee (PPC) requested staff to obtain a quote from MJ Jurado to replace the entry drive to the RV Lot with concrete. The cost for this task is \$21,600. See attached quote. Staff recommends a \$2,000 contingency.



At its meeting on November 10, 2020, the PPC unanimously recommended the Board award a contract to MJ Jurado, at a cost of \$21,600, adding a contingency of \$2,000, for a cost not to exceed \$23,600.

At its meeting on November 16, 2020, the Finance Committee reviewed this request and determined Reserve funding for this project is available.

I move to award a contract to MJ Jurado to replace the entry drive to the RV Lot with concrete, adding \$2,000 contingency, for a total cost not to exceed \$23,600, Reserve funding, as approved by the Finance Committee.

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Golden Rain Foundation

Golden Rain Foundation

Leisure World, Seal Beach

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY BUS AND TRAFFIC COMMITTEE
SUBJECT: CAPITAL FUNDING REQUEST - STALKER MESSAGE BOARD AND TRAILER
DATE: NOVEMBER 16, 2020
CC: FILE

On October 21, 2020, the Executive Director met with Captain Henderson and Captain Ezroj of the Seal Beach Police Department (SBPD) to review matters of mutual community concern. As SBPD is a highly valued community partner, the Executive Director asked if there was any equipment needs of the Department which he could present to Committee and, ultimately, the Board, to support SBPD, our community, and our City.

The only item was Stalker Message Board and Trailer:



Stalker Variable Message Board Sign and Trailer, includes Traffic Data Collector, rotates 360 degrees, Raise - Lower - Pivot, Choose (In Feet) 3 X 6 Or 4 X 8 Display Panels, Battery and Solar Powered.

Currently, the City deploys one of there existing units routinely to our community. If approved, this unit would be assigned to Leisure World Seal Beach as part of ongoing messaging (GRF would be allowed to run community notices as well) and traffic data collection. The unit would be maintained by the City.

| Item | Invoice | Tax @ 8.75% | Total |
|---------------------|-------------|-------------|-------------|
| Stalker MC360 3 x 6 | \$20,179.35 | \$1,765.69 | \$21,945.04 |
| Stalker MC360 4 x 8 | \$24,135.43 | \$2,111.85 | \$26,247.28 |

General Questions and Answers:

- The unit would be primarily based in or about Leisure World Seal Beach?– [Yes, this unit would be assigned to Leisure World. The only time it could be used elsewhere is in case of extreme emergency, such as a city-wide flooding event.](#)
- What is the process to formally donate the unit to the City? Does this require City Council approval? – [The City Council must formally accept the donation, which would be done at a City Council meeting.](#)
- How is the donation recognized? (We would run a feature in our paper) - [We can also do a press release to announce the donation.](#)
- Who is responsible for maintenance, moving and set up? – [SBPD would be responsible for care, maintenance, moving and programming the signboard.](#)
- How would GRF go about requesting placement of the unit in each location? – [Placement and messaging of the signboard could be requested through the Watch Commander.](#)
- Data collected by the unit (speed reports)? – [SBPD can manage the recovering and storing of data collected and share it with GRF.](#)

At the October 22, 2020 meeting of the Security Bus and Traffic Committee, the Committee moved and approved to forward this donation to the Board, pending the review and determination on the availability of Capital funds.

At the November 1, 2020, meeting of the Finance Committee, the Committee moved to inform the Board that the Finance Committee has determined Capital funds, in the amount of \$21,945.04, are available and have placed a temporary hold on these funds, pending Board Action.

1st Motion:

I move to approve the purchase of a Stalker MC360, in the amount of \$21,945.04, Capital Funding, and authorized the Executive Director to initiate the purchase.

2nd Motion:

I move to approve the donation of the Stalker MC360 to the City of Seal Beach Police Department.

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

| | |
|-----------------|----------|
| Sales Quote No. | 362127-B |
| Customer No. | MISC |

| |
|--------------------------|
| Bill To |
| ** SAME AS SHIPPING ? ** |

| |
|--|
| Ship To |
| GOLDEN RAIN FOUNDATION 2601 WESTMINSTER AVE SEAL BEACH, CA 90740 |

Contact:
Telephone:
E-mail:

Contact: JULIE RODGERS
Telephone: 562-472-1307
E-mail: JULIER@LWSB.COM

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|---|------------------|--------------------------|--|----------------|----------------|
| 10/22/20 | Ground | FOB DESTINATION | STALKER | cash | |
| Entered By | | Salesperson | Ordered By | Resale Number | |
| Jeremy Gilley | | Jeremy Gilley - Internet | JULIE RODGERS | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 1 | 1 | Y | MISC MC360 3X6 STALKER MESSAGE BOARD AND TRAILER Warehouse: DROP Vin #: | 20,179.3500 | 20,179.35 |
| ** APPLICABLE TAXES MAY BE APPLIED TO INVOICE** | | | | | |
| Approved By: _____ | | | | | |
| <input type="checkbox"/> Approve All Items & Quantities | | | | | |
| Quote Good for 30 Days | | | | | |

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| Print Time | 10:51:44 AM |
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Printed By: Jeremy Gilley

| | |
|--------------------|------------------|
| Subtotal | 20,179.35 |
| Freight | 0.00 |
| Order Total | 20,179.35 |

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

| | |
|-----------------|----------|
| Sales Quote No. | 362130-A |
| Customer No. | MISC |

Bill To

** SAME AS SHIPPING ? **

Ship To

GOLDEN RAIN FOUNDATION
2601 WESTMINSTER AVE
SEAL BEACH, CA 90740

Contact:
Telephone:
E-mail:

Contact: JULIE RODGERS
Telephone: 562-472-1307
E-mail: JULIER@LWSB.COM

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|---|------------------|--------------------------|--|----------------|----------------|
| 10/22/20 | Ground | FOB DESTINATION | STALKER 2 | cash | |
| Entered By | | Salesperson | Ordered By | Resale Number | |
| Jeremy Gilley | | Jeremy Gilley - Internet | JULIE RODGERS | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 1 | 1 | Y | MISC MC360 4.8 STALKER MESSAGE BOARD AND TRAILER Warehouse: DROP Vin #: | 24,135.4300 | 24,135.43 |
| <p>** APPLICABLE TAXES MAY BE APPLIED TO INVOICE**</p> <p>Approved By: _____</p> <p><input type="checkbox"/> Approve All Items & Quantities</p> <p>Quote Good for 30 Days</p> | | | | | |

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| | |
|-------------|-----------|
| Subtotal | 24,135.43 |
| Freight | 0.00 |
| Order Total | 24,135.43 |