



401 E. Chapman Avenue
Placentia, CA 92870
(714) 993-8227

Mission Statement:

The Placentia Community Foundation solicits, receives, invests and makes grants of funds, property and other resources to provide direct charitable services to aid, sponsor, promote, advance and assist worthy activities, programs and services in the City of Placentia to further cultural, educational, recreational, social, historical, and civic events and causes.

AGENDA
Foundation Meeting
March 19, 2012 – 6:30 P.M.

The Placentia Community Foundation welcomes you to this meeting. We encourage your participation. This agenda contains a brief general description of each item to be considered.

The Placentia Community Foundation encourages free expression of all points of view. Any person who wishes to speak regarding an item on the agenda will address the Board at the time the item is being considered. Upon recognition by the Chair, state your name and address for the record prior to providing your comments. Speakers will be limited to a time period set by the presiding officer. If you wish to speak on an item that is not on the agenda, please do so during the period listed for Public Comment. All supporting information is available for public review in the Foundation offices.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Placentia Community Foundation at (714) 993-8227. Notification 48 hours prior to the meeting will generally enable the Foundation to make reasonable arrangements to ensure accessibility.
(28 CFR 35.102.35.104 ADA Title II)

ORDER OF BUSINESS

1. Meeting Called to Order
2. Roll Call: Vivian M. Perez, Chair
William E. Heaton Jr., Vice Chair
Joseph Aguirre
Linda Bartelt
Brenda Emrick
Craig Green
Jeremy B. Yamaguchi
3. Public Comment
4. Consideration to Approve Minutes from the February 16, 2012 meeting.
 - *Recommended Action: Approve*

5. Treasurer's Report for March 2011 to February 2012.
6. Policy Subcommittee
 - *Continued Review and Updates of Policies*
 - *Discussion of Approving Policies*
7. Discussion about staffing needs and options for the Placentia Community Foundation.
8. Sponsorship / Fundraising Subcommittee
 - *Continued Review of Blue Ribbon Committee and discussion about convening the first meeting of the Blue Ribbon Committee*
 - *Continued Discussion about possible fundraising event in Spring 2012 and presenting the event information to the Blue Ribbon Committee Members*
9. Review and consideration to approve sponsorship support letter for the 2012 Heritage Festival and Parade.
10. Review current Placentia Community Foundation Mission Statement and discuss possible adjustments.
11. Discussion about planning a second Non-Profit Summit in 2012.
12. Continued Discussion about Placentia Community Foundation participation at the Annual Conference of Foundations in April 2012 and consideration to approve expenditures for Board Members to attend conference.
13. Board Member comments or requests.
14. Agenda Building and Meeting Schedule. Board to review agenda items and schedule upcoming meetings.
15. Adjournment. The Placentia Community Foundation Board of Directors Adjourn to their next regular meeting.

Certification of Posting

I, Jon Nicks, Executive Director of the Placentia Community Foundation, hereby certify that the Agenda for the March 19, 2012, meeting of the Placentia Community Foundation was posted on Thursday, March 15, 2012.



Jon Nicks, Executive Director



401 E. Chapman Avenue
Placentia, CA 92870
(714) 986-2338

MINUTES
Foundation Meeting
February 16, 2012

1. Meeting Called to Order by Chair at 6:30 p.m.

2. Roll Call: Present: Vivian M. Perez, Chair
William E. Heaton Jr., Vice Chair
Joseph Aguirre
Linda Bartelt
Brenda Emrick
Craig Green

Absent: Jeremy B. Yamaguchi

Others Present: Jon Nicks / Executive Director

3. Public Comment: Tommie Kalman, Jerry Carnevali, Peggy Yamaguchi and Frank Perez from the Heritage Committee attended the Community Foundation meeting. Ms. Kalman stated that the reason for their presence was to gather information of the procedure needed to apply for a grant for the Heritage Festival and provide feedback to their Committee. Chairperson Perez informed the Heritage Committee that the application is scheduled to be finalized at the current meeting and the application will request the organization to provide information on the use of the grant, requested amount, and how it would serve the community at large. Ms. Yamaguchi stated that the Heritage Festival has been celebrated for 47 years and it takes place every second Saturday of October. The Heritage Festival begins with a parade followed by a festival that takes place at Tri-City Park. Ms. Yamaguchi stated that she is in charge of the parade portion, Mr. Perez is in charge of the car show and Ms. Kalman is in charge of entertainment and advertisement. Ms. Yamaguchi stated that there is an average attendance of ten to fifteen thousand people each year. Ms. Kalman stated that the non-profit booths are not charged for participating unless they request canopies.

4. Approval of Minutes from the January 30, 2012 meeting.

MOTION by Vivian M. Perez to approve the minutes as corrected of November 16, 2011.
SECOND by Brenda Emrick with a unanimous **VOICE VOTE** of **6-0-0-1** (Jeremy B. Yamaguchi absent).

5. Final Review/ Discussion Regarding the Remote Caller Bingo Program

Executive Director Nicks updated the Board by announcing that he had a meeting with Assistance City Administrator, Ken Domer, who was working on renovating the Boys and Girls Club on Crowther Avenue as a Remote Caller Bingo site. The idea was brought up by the American Legion. After a thorough review the City estimated that they would need to charge \$300 a day for a non-profit group to host the program to recover cost. The American Legion was unable to afford the amount and no other groups have approached the City with interest. Executive Director Nicks announced that the project has been placed on hold for the moment. Board Member Green suggested that the idea be presented to St. Joseph church for consideration. Board Member Aguirre stated that a Church in Northern California had already considered the idea but their diocese stated that the Remote Caller Bingo Program is inappropriate. Chairperson Perez stated that in the last meeting they had agreed to set aside the idea for good and if approached in the future the idea would be re-opened. Executive Director Nicks stated that City staff has looked into other uses for the building.

6. Policy Subcommittee

Chairperson Perez distributed two packets to the Board. The first packet included copies of the grant application and Chairperson Perez stated that the paperwork has been shorten to two pages. Chairperson Perez stated that on the second packet was a financial packet with an easy to follow sample. Board Member Heaton stated that the bylaws included approval of restricted grants for nonprofit organizations or individuals in the community to participate and use the 501(C)(3) status and will accept restricted gifts to designated nonprofits. Board Member Heaton stated that the Placentia Community Foundation is an organization that advances cultural, recreational, and the educational quality of life in Placentia. Chairperson Perez opened the floor for reviews and comments on the grant application. Boardmembers discussed having the grant application reading "date received by committee" to make it clear. Executive Director Nicks commented on adding a sentence towards the end giving the applicants the opportunity to send in questions in writing to info@placentiafoundation.com by March 15. Chairperson Perez stated that from questions received a FAQ webpage could be added to the Foundation website in the future to aid grant applicants. Board Member Heaton asked to have a staffing schedule created so that all questions could be answered in person. Chairperson Perez stated that the two possibilities would be to staff a City employee or have a Board Member be available at City Hall for questions. Board Member Heaton stated that a City staff would be a good option. Chairperson Perez stated that by having an additional City Staff person the Board would incur an extra cost. Chairperson Perez stated that an intern from Cal State Fullerton might be a better option. Executive Director Nicks volunteered to get in contact with some departments at Cal State Fullerton regarding intern possibilities. Board Member Emrick stated that the e-mail idea introduced by Executive Director Nicks was great and made herself available to answer questions. Chairperson Perez stated that more work is needed before the grant application can be available to the public. Board Member Heaton

suggested that a disbursement committee be created and that the four non-governmental influence Board Members make up the disbursement committee and to wait another year before releasing grants. Ms. Kalman asked for a copy of funds available for grants. Chairperson Perez stated that a Treasury Report needs to be included in the agenda under Agenda Building and Meeting Schedule. Ms. Kalman asked if the money goes to the City and Executive Director Nicks stated that the Foundation has its own bank account and Executive Director Nicks is the book keeper but Board Member Green is the Treasurer.

7. Sponsorship / Fundraising Subcommittee

Board Member Heaton stated that an updated list with members' information was created. Board Members discussed having their addresses on the contact list and decided not to include them. Board Member Heaton stated that a location has not yet been set for the first meeting, but has contacted Alta Vista Country Club, the new restaurant Orea and the Women's Roundtable.

8. Try Folds

Executive Director Nicks stated that the Mayerlitho printing is located in Placentia across the street from Valadez Middle School and has been used to print State of the City Address Tri-Fold. The Community Services Department has used the Sauce for banners. The Next Day Flyer Company has been used for printing postcards for neighborhood conversations. Executive Director Nicks stated that printing 500 was about the same, but when printing 1000 copies the Sauce gives a better printing price. Chairperson Perez stated that the Sauce would be a cost effective choice for printing 1000 copies.

MOTION by Vivian M. Perez to approve the printing of 1000 copies by Sauce. **SECOND** by Brenda Emrick with a unanimous **VOICE VOTE** of **6-0-0-1** (Jeremy B. Yamaguchi absent).

9. Continued Discussion about Placentia Community Foundation participation at the Annual Conference of Foundations in April 2012 and consideration to approve Expenditures for Board Members

Chairperson Perez distributed a handout with information on the sessions available at the conference. Attendance discussion will be scheduled for the next Community Foundation meeting. Board Member Heaton stated that the Annual Conference of Foundations is both positive and negative due to the fact that it is given by high power speakers, but it is given in a high level and practicality is very low for small organizations. Board Member Heaton stated that One OC might be a better choice. Chairperson Perez stated that the Annual Conference of Foundations is an opportunity for the Board to look into future growth possibilities.

10. Board Members Comments or Request

Board Member Heaton commented on how creative the Placentia-Yorba Linda School District teachers are when applying for C.A.P.E.S application and how much the teachers are

able to accomplish with the money that is granted to them, as an example for the Foundation.

11. Agenda Building and Meeting Schedule. Board to review agenda items and schedule upcoming meetings.

For the next meeting the Foundation Board of Directors will discuss Staffing, Treasury Report, Possible Changes to the Mission Statement, Non-Profit Summit, Policy Subcommittee, Sponsorship/Fundraising and possible participation at the Foundation Conference.

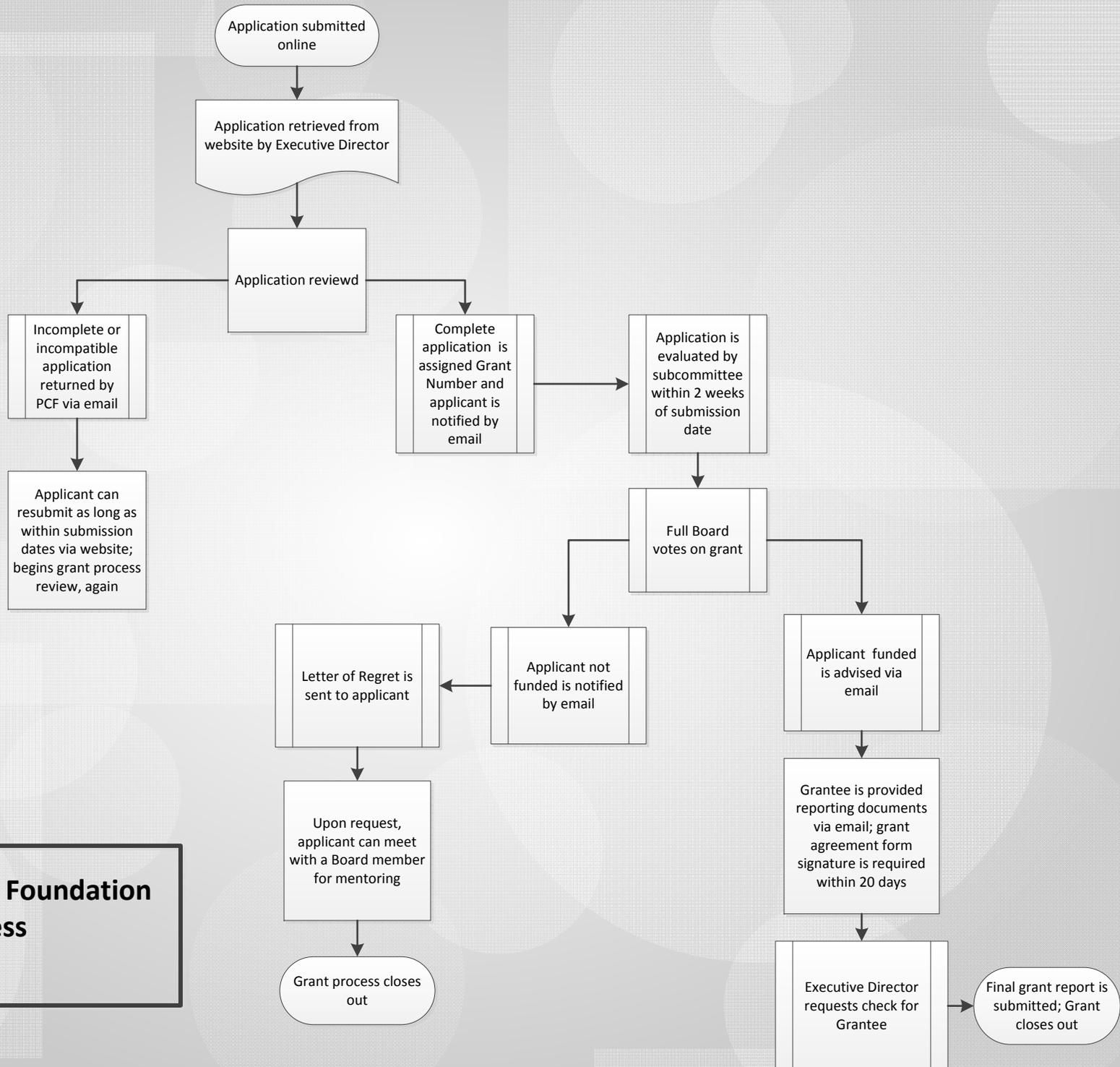
12. Adjournment. The Placentia Community Foundation Board of Directors Adjourn to their next regular meeting.

The Placentia Community Foundation Board of Directors adjourns to their next meeting on March 19, 2012 at Placentia City Hall. Meeting adjourned on Thursday, February 16 at 7:55p.m.

Jon Nicks, Executive Director / Recording Secretary

**Placentia Community Foundation
Treasurer's Report
Summary of Account March 2011 - February 2012**

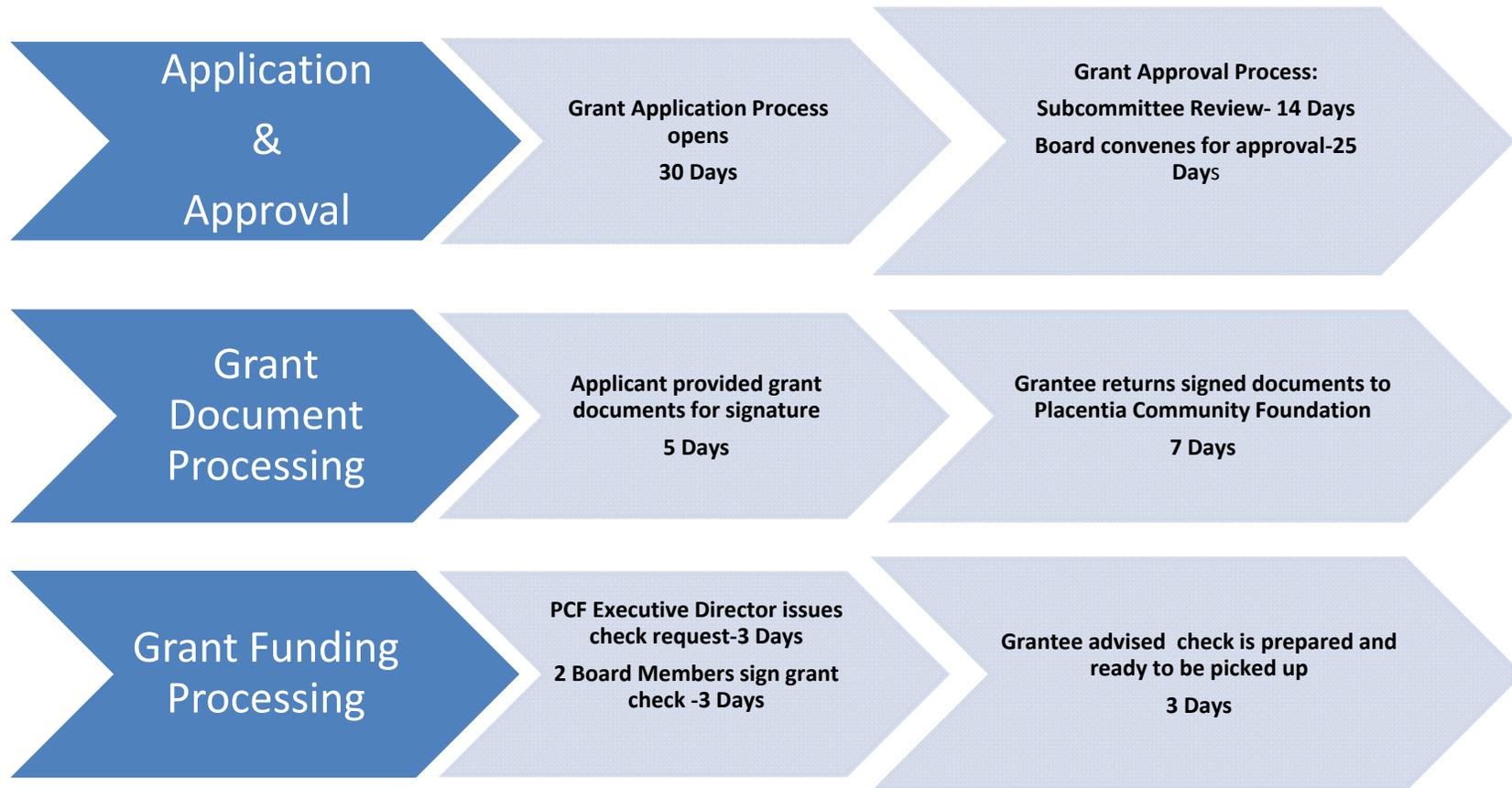
Balance on March 1, 2011			\$	53,178.00
Date	Individual/Organization	Description	Expenditures	Revenues
05/05/11	Toma CPA	2009 and 2010 Tax Filing	\$ 500.00	
08/29/11	Republic Services	Donation		\$ 10,000.00
08/29/11	Union Bank	Wire Transfer Fee	\$ 12.00	
09/01/11	Vivian Perez	Donation		\$ 100.00
Balance on February 29, 2012			\$	62,766.00



**Placentia Community Foundation
Grant Process
2012**

Placentia Community Foundation Grant Timeline

*Estimated Grant Timeline: 90 days



*Excludes holidays; months with more than 30 days

*Days are based on normal business days

*PCF will fund as close to the grant timeline as possible

FREQUENTLY ASKED QUESTIONS

Who is eligible for funding?

Non-Profit organizations that are located in the City of Placentia or service the city of Placentia are eligible for funding from the Placentia Community Foundation.

To be eligible, organizations must have a current nonprofit tax status under the Internal Revenue Act. Applicants must have a 501(c)(3) determination letter, or identify themselves as a validly organized and operating municipal corporation or public agency.

Does the Foundation prefer to receive a Letter of Inquiry?

Letters of inquiry are not required for grant applications but may be helpful with improving the quality of an organization's grant application.

When are the applications deadlines?

Application deadlines are posted on the foundation website and on the current grant cycle applications.

If I currently have a grant with the foundation, what must I do before submitting another application?

Current grant recipients are eligible for the next grant cycle and must submit an application for the next grant cycle in order to be eligible.

Does the foundation consider special requests for unforeseen situations or time-sensitive needs?

The foundation will consider special requests in response to unforeseen situations or time-sensitive needs. However, funds for such grants are very limited, and approval standards are high. Current grantees are not permitted to submit a special request. Interested applicants should contact the executive director to determine eligibility.

Who should I talk with about a project idea?

The foundation has an inquiry period which is the first 30 days the applications are available for the given grant cycle. Questions may be submitted to the Foundation executive director who will respond before the closing of the grant application period.

Does the foundation fund capital projects, including equipment, building construction, and land acquisitions?

No.

Last updated: 031412

Does the Foundation fund university overhead costs?

No.

Does the Foundation fund scholarship programs?

No.

Does the Foundation fund legislation and lobbying?

No. The Foundation cannot designate any portion of its grants for use in influencing legislation. The Foundation's general support grants to section 501(c)(3) public charities may be used to support a grantee's overall operations, even if the grantee engages in lobbying as part of its programs. Foundation funds may never be used to support or oppose candidates for political office.

Does the Foundation sponsor conferences, fundraisers, marathons, competitions, o other one-time events?

Yes, the Foundation will sponsor events if the application meets all criteria and is approved by the board of directors according the foundation grant-grading program.

How long is the grant application evaluation process?

Once the grant application term has closed, the foundation board will announce grant recipients within 45days. Those chosen as grant recipients will receive the grant within 60 days of the boards approval and completion of all documentation.



**PLACENTIA COMMUNITY FOUNDATION
GRANT PROGRAM EVALUATION - DRAFT**

Organization Name:

Activity Category:

Grant Request Amount:

CATEGORY I

PROJECT RELEVANCE TO PCF MISSION (Award up to 15 points)

- Project **documents** demonstrate a real need or problem (including data, case studies or past historical information).
- Service to the public, including the number of people served and efforts to benefit the public.
- Annual activities or events that support the community.
- Relationship of proposed activities to organization's mission.
- Service to the public, including the number of people served and efforts to benefit the public.
- Ability to draw visitors and tourists to the community.
- Education and Community Outreach component.
- Compatibility with City's image and branding effectiveness.
- Staff understands the project requirements and will ensure completion of all purchases, reports and grant documentation.
- Sufficient staff is available to monitor the project and its outcomes.

TOTAL POINTS FOR CATEGORY I _____

EVALUATOR COMMENTS CATEGORY 1:



PLACENTIA COMMUNITY FOUNDATION GRANT PROGRAM EVALUATION - DRAFT

CATEGORY II

INNOVATION, CREATIVITY AND UNIQUENESS OF THE PROJECT (Award up to 10 points)

- The concept is innovative and not redundant with other projects funded by other donors.
- The objectives are clear, appropriate, and measurable.
- Project outcomes are clear with measurable indicators.
- The project activities are expected to achieve the expected outputs, outcomes, and results.
- The target group/s in the project is/are well defined.

TOTAL POINTS FOR CATEGORY II _____

EVALUATOR COMMENTS CATEGORY II:

CATEGORY III

FEASIBILITY AND SUSTAINABILITY (Award up to 5 Points)

- The organization/group has credibility for this kind of activity (strength, name recognition, a history or track record of achievements).
- The human and physical resources allocated to this project are appropriate.
- The project is sustainable; alternative sources of funding will be pursued including in-kind contributions.
- Does the organization/group insure a source of funding or does it show a commitment to cover all needs of financial resources to the project.
- A contingency plan for delays or cancellation of the project or event has been included in the project plan.

TOTAL POINTS FOR CATEGORY V _____

EVALUATOR COMMENTS CATEGORY III:



PLACENTIA COMMUNITY FOUNDATION GRANT PROGRAM EVALUATION - DRAFT

CATEGORY IV

FISCAL COMPETENCE (Award up to 5 points)

- The project activities are reflected in the estimated budget.
- Managerial and fiscal competence, including the capability of the organization to carry out proposed activities.
- Use of proper accounting procedures to ensure accuracy.
- Nature and extent of other available earned revenue and/or public or private support.
- The outputs, outcomes, results are “products” of the activities undertaken, the combination of which achieve the purpose of the project, namely the start of enjoyment of sustainable benefits by the target groups.
- The proposed methods, approaches, and strategies are realistic, reasonable, effective, outcome-oriented - drawing on best practice and the latest thinking and research.

TOTAL POINTS FOR CATEGORY IV _____

EVALUATOR COMMENTS CATEGORY III:

CATEGORY V

INFLUENCE AND IMPACT (Award up to 15 points)

- The project/ activity proposed have long term goals for community outreach.
- The impact of the proposed project/activity meets the needs of the community as a whole.
- The expected results of the projects will have an impact on future activities of the organization or group.
- The organization/group utilizes other stakeholders and partnerships to benefit their organization.

TOTAL POINTS FOR CATEGORY V _____

EVALUATOR COMMENTS FOR CATEGORY V:



**PLACENTIA COMMUNITY FOUNDATION
GRANT PROGRAM EVALUATION - DRAFT**

FINAL POINT SCORE: _____ OF 50 POSSIBLE

FINAL COMMENTS OF EVALUATOR:

EVALUATOR SIGNATURE: _____

DATE: ____/____/____

GRANT AGREEMENT

(Name of Organization- Grant Number)

This Agreement is entered into on _____ by and between the Placentia Community Foundation, a California nonprofit corporation, hereinafter called "FOUNDATION" and the _____, a California nonprofit corporation, hereinafter called "RECIPIENT".

WHEREAS, RECIPIENT is a California Nonprofit Public Corporation authorized to engage in charitable and educational activities as well as those activities permitted to be carried on by a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code and under Section 170 (c) (2) of the Internal Revenue Code; and

WHEREAS, RECIPIENT will produce the event or events generally described in Exhibit "A" hereinafter referred to as EVENT attached hereto and incorporated herein by this reference; and

WHEREAS, the FOUNDATION recognizes the intrinsic value of cultural and promotional events and the role they play in enhancing and expanding the economic vitality of and image of the FOUNDATION; and

WHEREAS, RECIPIENT needs financial assistance to produce this EVENT and has requested FOUNDATION sponsorship; and

WHEREAS, the FOUNDATION has determined that sponsorship of this EVENT would be of public benefit.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. EXHIBITION DATES AND LOCATION

1.1 RECIPIENT shall produce the EVENT, as generally described in Exhibit "A" attached hereto and incorporated herein by this reference.

1.2 Unless otherwise specified by the parties to this Agreement the venue, date(s), times and number of presentations shall be as described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. PUBLICIZED CREDIT

The parties hereby agree that the FOUNDATION shall be recognized as a sponsor of the named event as generally described in Exhibit "B" attached hereto and incorporated herein by this reference.

3. SPONSORSHIP TERMS FOR THE FOUNDATION

3.1 In consideration of FOUNDATION sponsorship, RECIPIENT shall provide the benefits as described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.2 To produce the EVENT, the FOUNDATION will provide RECIPIENT with a _____ Dollar (\$ _____) cash sponsorship. The foundation shall disburse funds upon execution of this Agreement unless otherwise determined by the

FOUNDATION.

3.3 RECIPIENT is responsible for raising all funds necessary to produce the EVENT in excess of the FOUNDATION'S contribution of _____ Dollars (\$_____).

3.4 All amounts paid to RECIPIENT pursuant to this Agreement shall be subject to reimbursement to the FOUNDATION upon the occurrence of any of the following events:

3.4.1 RECIPIENT loses its tax-exempt status under Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code; or

3.4.2 The dissolution of RECIPIENT; or

3.4.3 RECIPIENT terminates or attempts to terminate this Agreement for any reason other than FOUNDATION 'S failure to make payments as provided hereunder; or

3.4.4 RECIPIENT fails to fulfill all of the responsibilities, duties, and obligations set forth herein.

4. PRODUCTION SERVICES TO BE PROVIDED BY RECIPIENT

As the producer of the EVENT, RECIPIENT shall provide production services including but not limited to the following and shall accept all financial responsibility for such services:

4.1 Arranging and paying for all applicable government permits and fees;

4.3 Contracting and paying for all service vendors and technical support including, without limitation, sound and lighting, security, and catering;

4.5 Recruitment, coordination and supervision of personnel necessary to produce the EVENT;

4.6 All promotional activities related to the EVENT including:

4.6.1 Local public relations including, without limitation, distribution of press materials.

4.6.2 Providing a contact for interested persons to call for general information about the EVENT.

4.6.4 Coordination of admission to the EVENT for Placentia residents and the general public.

4.7 In addition to those promotional materials set forth in Exhibit "B", RECIPIENT shall be responsible for all promotional activities related to the EVENT including, without limitation:

4.7.1 Design, production, printing and distribution of collateral pieces to advertise.

4.7.2 Local public relations including distribution of press materials.

4.7.3 Promoting the EVENT through personal appearances and/or the distribution of collateral materials.

4.8 RECIPIENT shall present all advertising and marketing materials that use FOUNDATION logos to FOUNDATION 'S representative for approval prior to their final

production and use. The FOUNDATION and RECIPIENT shall coordinate and mutually agree upon size, design, and layout of all materials that are produced for the EVENT which use FOUNDATION logos.

4.9 RECIPIENT shall provide a EVENT PROGRESS REPORT regarding the EVENT to the FOUNDATION'S representative within sixty (60) days following the award of the grant. The report shall describe the plans, any changes to original proposal, and the EVENT objectives.

4.10 RECIPIENT shall provide a FINAL EVENT REPORT regarding the EVENT to the FOUNDATION'S representative within forty-five (45) days following the close of the EVENT. The report shall describe the success, or lack thereof, of the EVENT and address all factors that may have contributed to the success, or the lack thereof, of the EVENT. The report shall include, without limitation, accurate and complete information regarding receipts and expenditures for the EVENT.

5. FOUNDATION PUBLICATION

5.1 The FOUNDATION shall make a reasonable effort to promote the EVENT in the FOUNDATION'S website, meetings, events and as deemed appropriate by the FOUNDATION in its sole and absolute discretion.

6. TERM OF AGREEMENT

6.1 Basic Term. The effective date of this Agreement shall be July 1, 20____ and this Agreement shall terminate June 30, 20____. Any covenant, term or provision of this Agreement which in order to fulfill its intended purpose must survive the termination of this Agreement shall survive any such termination.

6.2 Breach of Agreement. Any material deviation by RECIPIENT for any reason from the requirements hereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the FOUNDATION. FOUNDATION may terminate this Agreement, for cause, by giving ten (10) days' notice to RECIPIENT. In the event of termination of this Agreement, for cause, the FOUNDATION shall have the right to have use of and access to materials concerning the event, and to assign rights pertaining to the EVENT, such as EVENT name, customer or invitation lists, artist contracts to the FOUNDATION or its designee. The FOUNDATION reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event the FOUNDATION chooses to waive a particular breach of this Agreement, it may condition same on payment by RECIPIENT of actual damages occasioned by such breach of Agreement and on RECIPIENT making every effort to resolve the same quickly and amicably.

6.3 Agreement Termination. In the event RECIPIENT is unable to fulfill any of its responsibilities under this Agreement for any reason whatsoever including, without limitation, circumstances beyond its control, the FOUNDATION may terminate this Agreement in whole or in part in the same manner as for breach hereof and be entitled to the same rights on termination.

7. GENERAL

7.1 Indemnity. RECIPIENT shall indemnify, defend and hold harmless the

FOUNDATION and its officials, officers, employees, agents and volunteers, of and from any and all claims arising out of or related to the RECIPIENT, and/or the EVENT which is the subject of this Agreement, including without limitation, claims of the following nature:

- 7.1.1 Breach of Contract.
- 7.1.2 Tortious interference with contractual obligation.
- 7.1.3 Tortious interference with prospective economic advantage.
- 7.1.4 Service Mark or Copyright infringement and/or dilution.
- 7.1.5 Property damage and/or loss.
- 7.1.6 Negligence.
- 7.1.7 Bodily injury.
- 7.1.8 Personal damage/injury (libel and slander).

The parties hereto acknowledge with respect to the warranties and representations of the indemnity section of this AGREEMENT that there shall be no personal liability attached to the officers, directors, employees or independent contractors of RECIPIENT. Accordingly, the parties hereto agree and acknowledge that the covenants of the indemnification section of the AGREEMENT only apply to RECIPIENT.

7.2 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

7.3 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.4 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

7.5 Audits. The FOUNDATION shall have the right to monitor and audit the EVENT and all work performed under this Agreement. The FOUNDATION will notify RECIPIENT in writing within thirty (30) days of any potential exceptions discovered during such audits. Where such findings indicate that the requirements of this Agreement are not being met, upon such written notification RECIPIENT shall take appropriate corrective action immediately.

For this purpose, the RECIPIENT shall make available to the FOUNDATION during normal business hours of the FOUNDATION, and to the FOUNDATION 's employees, agents and representatives, all books and records which pertain to this Agreement and the programs undertaken by RECIPIENT hereunder.

7.6 Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement supersedes all previous agreements, if any, between the parties.

7.7 Amendments. Any alterations, variations, modifications or waivers of provisions to this Agreement shall be valid only when reduced to writing duly signed and attached to the original of this Agreement.

7.8 Notices. Communications among the parties hereto shall be addressed as follows:

NAME OF ORGANIZATION

Primary Contact, Title

Address, City, State, Zip Phone: _____ Fax _____

Email: _____

Placentia Community Foundation

Jon Nicks, Executive Director

401 E. Chapman Ave. Placentia, CA 92870

(714) 993-8227 FAX (714) 986-2338

jnicks@placentiafoundation.com

7.10 Foundation Representation. RECIPIENT shall work closely with the FOUNDATION'S Executive Director who shall be designated the "Liaison Representative of Foundation." RECIPIENT principals shall provide regular updates to the Liaison Representative of Foundation to keep the FOUNDATION currently advised on the status of the EVENT.

7.11 Compliance with Law. RECIPIENT shall comply with all applicable federal, state, and local laws, ordinances and regulations.

7.12 Standard of Care. The FOUNDATION relies upon the professional ability of RECIPIENT as a material inducement to entering into this Agreement. RECIPIENT agrees to use reasonable care and diligence in meeting its obligation under this Agreement. RECIPIENT agrees that the acceptance of its work by the FOUNDATION shall not operate as a waiver or release of said obligation of RECIPIENT. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

7.13 Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until he/she receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding ten (10) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

7.14 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year first above written. The undersigned hereby warrant that they are legally authorized and entitled to make the promises, covenants, and representations set forth herein.

PLACENTIA COMMUNITY FOUNDATION

Vivian Perez, Chairperson

Date

NAME OF ORGANIZATION

Primary Contact, Title

Date

ATTEST

William Heaton, Vice-Chairpersons

APPROVED AS TO FORM

Foundation Counsel

ATTACHMENTS: EXHIBIT "A" Description of Event,
EXHIBIT "B" Sponsorship Benefits EXHIBIT "B" Sponsorship Benefits
EXHIBIT "C" Media Plan



Board of Directors

Vivian M. Perez
Chairperson

William E. Heaton Jr.
Vice Chairperson

Craig Green
Treasurer

Linda Bartelt
Board Member

Brenda Emrick
Board Member

Scott Nelson
Board Member

Jeremy B. Yamaguchi
Board Member

Executive Director
Jonathan Nicks

March 19, 2012

Dear Business Owner,

The Placentia Community Foundation was recently formed for the purpose of supporting many of Placentia's worthwhile community activities and programs. The Foundation is designed to assist and sponsor programs in the City of Placentia that further civic pride and enhance the community's cultural, educational, recreational, and historical interests.

The largest event in Placentia is the annual Heritage Festival and Parade occurring on Saturday, October 13, 2012. The Heritage Parade features over 200 parade entries, marching bands, VIP's, classic cars, and non-profit organizations. The Heritage Festival will follow the parade with craft and food vendors, the Chamber of Commerce Business Showcase, car show, children's game area, and other fun activities.

The event is primarily organized through the hard work of many volunteers and contributions from community groups. We are requesting you join this effort by supporting the Heritage Festival and parade through an in-kind contribution or monetary donation.

The Placentia Community Foundation is a 501(c)(3) California non-profit public benefit corporation and donations made for the Heritage Festival and Parade are tax deductible. If you have any questions regarding the Heritage Festival and Parade or the Placentia Community Foundation, please feel free to contact us directly at (714) 993-8227. We appreciate your interest in supporting community programs and we thank you for your consideration.

Sincerely,

Vivian M. Perez
Chairperson