

ADMINISTRATIVE SERVICES AGREEMENT
(City of Calabasas / Calabasas Community Foundation)

1. IDENTIFICATION

This ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Calabasas, a California municipal corporation (“City”), and the Calabasas Community Foundation, Inc., a California non-profit corporation (“Foundation”) (collectively, “parties”).

2. RECITALS

2.1 City has determined it requires a formal agreement governing the terms of the City’s financial support of the Foundation’s operation and its provision of administrative services.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Foundation agree as follows:

3. TERM

The term of this Agreement shall commence at 12:00 a.m. on September 16, 2023 and shall continue until terminated in writing by mutual agreement of the parties.

4. FOUNDATION’S SERVICES

4.1 The Foundation will

4.1.1 initiate, sponsor and execute plans, activities, and events to foster and promote the interests of the residents of the City, including, but not limited to, the interests of the residents regarding the activities of the City's Community Services Department;

4.1.2 receive, invest, and utilize funds and property acquired through the solicitation of contributions, donations, grants, gifts, bequests, and the like for the purposes for which the Foundation is formed; and

4.1.3 Other like activity.

5. COMPENSATION

5.1 In consideration for the Foundation’s services specified above, City shall provide the following services:

5.1.1 Assist the Foundation Chair in managing the Foundation’s day-to-day accounting and financial functions.

5.1.2 Timely file on behalf of the Foundation:

- 5.1.2.1 California State and Federal taxes;
 - 5.1.2.2 California Attorney General's Office Charitable Trust Registration;
 - 5.1.2.3 Secretary of State Statements of Information; and
 - 5.1.2.4 Any other California State or Federal filing requirements.
- 5.1.3 Process expenditures in accordance with the Foundation's adopted expenditure policies. The Foundation Chair or their designee will approve all invoices to be paid the City in advance of their processing.
- 5.1.4 Maintain all Foundation funds in separate fund accounts and invest them on behalf of the Foundation.
- 5.1.5 Timely process all warrant requests within eight business days of submittal and provide the Foundation with a monthly financial statement detailing all expenditures and income and fund balances not later than 15 business days after the end of each month.
- 5.1.6 City shall hold funds for the Foundation under this agreement as a fiduciary and title to those funds shall not shift to the City while they are held for the Foundation. City shall release all Foundation funds upon request, without right of set-off.
- 5.2 The parties agree to meet and confer at mutually agreeable times to resolve any disputes under this agreement.

6. RELATIONSHIP OF PARTIES

Foundation elected officials are and shall at all times remain as to City, wholly independent contractors. Foundation shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Foundation elected officials will not look to the City as an employer.

7. GENERAL PROVISIONS

- 7.1 Foundation and City shall not delegate, transfer, subcontract or assign their duties or rights hereunder, either in whole or in part, without the parties' prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Foundation.
- 7.2 In the performance of this Agreement, Foundation shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color,

creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

7.3 The waiver by City or Foundation of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Foundation unless in writing signed by one authorized to bind the party to be charged with the waiver.

7.4 This instrument contains the entire Agreement between City and Foundation with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Foundation.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

City of Calabasas
"City"

Calabasas Community Foundation
"Foundation"

By: _____
[insert name, title]

By: _____
[insert name, title]

Signature: _____

Signature: _____

Date: _____

Date: _____

Attest:

Approved as to Form:

By: _____
[insert name, title]

By: _____
Matthew T. Summers, City Attorney

Signature: _____

Signature: _____

Date: _____

Date: _____