

MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is made by and between Parent Organization and Supporting Organization, who agree as follows.

Whereas, both parties are California nonprofit public benefit corporations, tax exempt under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d, having their principal office at _____. The parties are affiliated organizations with a common purpose of engaging in efforts for the improvement and betterment of conditions within the _____ community of _____. The parties enter into this Agreement to further their tax-exempt purpose.

Whereas, Parent Organization is experienced and skilled in the performance of general management, business advisory, program performance, administrative, fiscal, and accounting services ("Management and Administrative Services").

Whereas, Supporting Organization, in order to further its tax-exempt purpose, is in need of such services and desires to engage Parent Organization to perform such services on its behalf.

Now, therefore, in consideration of the premises and mutual covenants and agreements contained herein, the parties agree that:

1. Supporting Organization hereby retains Parent Organization as an independent contractor, and not as its agent, to perform Management and Administrative Services on its behalf, as described more fully below. Parent Organization shall devote its best efforts to the performance of its Management and Administrative Services. Parent Organization shall perform such other work as agreed upon by the parties from time to time.

2. Management and Administrative Services includes, but is not limited to
 - a. Supervision of all persons who perform compensated services on behalf of Supporting Organization. Parent Organization will prepare reports on Supporting Organization's program performance for delivery to Supporting Organization as requested. Except for staff of Parent Organization, Supporting Organization shall employ and/or enter into consultant contracts with all persons who perform compensated services on its behalf, on such terms and conditions as are consistent with its budget and other requirements of its funds. All such persons shall be employees and independent contractors of Supporting Organization and not of Parent Organization, and Supporting Organization shall be responsible for all income and payroll tax withholding and reporting.

b. Administration of all funds received by Supporting Organization. In administering funds, Parent Organization will establish and maintain one or more bank accounts, which may include Parent Organization funds. Parent Organization will follow the same internal operating procedures regarding expense authorization and check writing procedures, including expense documentation requirements, as it follows for withdrawals of its own funds. Any authorized representative of Supporting Organization may request a payment or withdrawal of funds. Parent Organization will make a good faith effort to promptly make payments or withdrawals upon receipt of proper authorization and documentation. At the termination of this Agreement, Parent Organization will turn over to Supporting Organization any Supporting Organization funds in Parent Organization's control.

c. Maintenance of accurate, complete, and separate financial records, kept in accordance with generally accepted accounting principles, showing all Supporting Organization assets, liabilities, income, and expenditures. Parent Organization will prepare a monthly and a fiscal year-end balance sheet and income/expense statement for delivery to Supporting Organization within thirty (30) days after the close of the period. Supporting Organization, through its authorized representatives, may inspect any of its financial records at any reasonable time.

d. Preparation and delivery on behalf of Supporting Organization all required acknowledgments to donors of tax-deductible contributions and all required funding source financial reports on or before their due date. Parent Organization will provide any available information that will assist Supporting Organization in submitting its required funding source narrative reports and income tax returns. Parent Organization will arrange for an independent audit of Supporting Organization's funds as required.

In carrying out its services, Parent Organization may inspect and copy at any reasonable time any records held by Supporting Organization.

3. In recognition of the nonprofit, charitable tax-exempt status of the parties, Parent Organization shall receive no remuneration for its Management and Administrative Services other than reimbursement of its direct and indirect expenses incurred. The parties estimate that the annual expenses incurred by Parent Organization in the first twelve months of this Agreement will not exceed \$_____, and Parent Organization will not charge more than this amount without Supporting Organization's prior approval. The parties shall agree on an appropriate maximum payment for subsequent years. Parent Organization shall submit monthly invoices of its expenses. Parent Organization shall maintain at its own expense, except for the reimbursement provided herein, an organization and personnel adequate to perform its services as described herein.

4. Parent Organization and Supporting Organization shall each maintain a policy of comprehensive general liability insurance of at least \$1 million in coverage, and such

other bonding and liability insurance, including but not limited to professional errors and omissions insurance, directors' & officers' liability insurance, and unemployment and workers' compensation insurance, required by law or usual and customary with respect to the conduct of their activities, in amounts that they have determined are reasonably adequate. Each party shall name the other party as an additional insured if such coverage is available.

5. Neither party shall be liable to the other party or to third parties for the acts or omissions of the other party. Each party shall indemnify, assume the defense of (if requested), and hold harmless the other party and its directors, officers, employees, and agents from every claim, loss, damage, injury, expense (including attorney's fees), judgment, and liability of every kind, nature, and description ("Liability") arising in whole or in part from the indemnifying party's negligent, fraudulent, or illegal acts or omissions except, as to the party requesting indemnification, to the extent such Liability results in whole or in part from the unauthorized, negligent, fraudulent, or illegal act or omission of the party requesting indemnification.

6. Parent Organization may act for and render Management and Administrative Services to other persons, firms, or corporations during the term of this Agreement, provided that such services do not relate to matters that may be confidential or directly competitive or adverse to Supporting Corporation.

7. This Agreement shall commence on _____ and shall continue until terminated by either party upon thirty (30) days written notice to the other party. Any duty that by the terms of this Agreement extends beyond the date of termination shall not be affected by the giving of such notice.

8. This Agreement contains the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Any change, modification, or waiver must be in writing and signed by both parties.

9. The parties shall not assign any of their obligations or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

12. Nothing in this Agreement shall be construed as giving any person, corporation, or other entity other than the parties any right, remedy, or claim under or in respect of this Agreement or any provision hereof.

The parties have caused their duly authorized representatives to execute this Agreement effective on its commencement date.

PARENT ORGANIZATION

SUPPORTING ORGANIZATION

BY: _____

BY: _____

DATE: _____

DATE: _____