



# **RESOLUTION No. 22-329**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF NEVADA AND THE SOCIAL GOOD FUND INC. PERTAINING TO THE FRIENDS OF PURDON CROSSING PORTABLE RESTROOMS AT PURDON CROSSING AT THE SOUTH YUBA RIVER IN THE AMOUNT OF \$8,343 FOR A TERM OF JUNE 1, 2022 THROUGH JUNE 30, 2023 AND AUTHORIZING THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT**

WHEREAS, the Nevada County Office of Emergency Services, the South Yuba River Cohort, and the Friends of Purdon Crossing identified a need for support of portable restrooms located at Purdon Crossing due to the environmental health impact and increased river tourism; and

WHEREAS, the Friends of Purdon Crossing utilize the Social Good Fund Inc. as their Fiscal Sponsor where all agreements and funds are processed; and

WHEREAS, the Office of Emergency Services wishes to enter into the proposed agreement with the Social Good Fund Inc. in support of the Friends of Purdon Crossing portable restrooms project to provide pumping services at 2-4 facilities located at Purdon Crossing at the South Yuba River in an amount not to exceed \$8,343 for the project term of June 1, 2022 through June 30, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Agreement between the County of Nevada and the Social Good Fund Inc. pertaining to the Friends of Purdon Crossing portable restrooms project at Purdon Crossing at the South Yuba River for pumping services from June 1, 2022 through June 30, 2023 and in consideration of providing these services the County will pay to the Social Good Fund \$8,343, hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funding: Emergency Management - 0101-20702-414-1000/522090

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of June, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

6/28/2022 cc: OES\*  
AC\*(hold)

7/25/2022 cc: OES\*  
AC\*(release)  
SGF, Inc\*

## **Agreement between the County of Nevada and Social Good Fund, Inc**

**THIS Memorandum of Understanding** ("AGREEMENT") is made and entered into as of the 28 day of June 2022 by and between the COUNTY OF NEVADA, a political subdivision of the State of California ("COUNTY"), and Social Good Fund Inc, a 501(c)(3) non-profit organization, ("SOCIAL GOOD FUND"), collectively referred to as "Parties" (individually as "Party").

WHEREAS, the Social Good Fund, Inc. is a 501(c)(3); and

WHEREAS, the Social Good Fund Inc. is the fiscal sponsor for the Friends of Purdon Crossing; and

WHEREAS, the Nevada County Office of Emergency Services, the South Yuba River Cohort, and the Friends of Purdon Crossing identified a need for support of port-a-potties located at Purdon Crossing due to the environmental health impact and increased river tourism.

NOW, THEREFORE, the parties hereto agree as follows:

1. **AGREEMENT Fund Allocation:** The sole source of funding by COUNTY for this disbursement is from the Office of Emergency Services Budget Allocation Fund No. 0101-20702-414-1000/522090. No other County funding source shall be held liable for any obligations set forth in this AGREEMENT. The allocation specified herein shall be the total payment made to the Friends of Purdon Crossing fiscal sponsor The Social Good Fund Inc. The amount of funding shall not exceed eight thousand three hundred forty-three Dollars (\$8,343.00).
2. **Use of Funds:** The Social Good Fund Inc. through their Fiscal Sponsorship Agreement with Friend of Purdon Crossing agrees to use the funds on expenditures as stated in Exhibit A Scope of Project ("Project"). Funds must be expended during the period that begins on June 1, 2022 and ends on June 30, 2023. The Social Good Fund Inc. Fiscal Sponsorship Agreement fee is 8% of funds received. The project funds shall not include staff time or overhead costs, outside of the fiscal sponsorship fee, for the Friends of Purdon Crossing to manage the Project.
3. **Term of AGREEMENT:** This AGREEMENT shall commence on June 28, 2022 and terminates on June 30, 2023.
4. **Invoicing:**
  - a. Friends of Purdon Crossing shall provide an invoice upon execution of the AGREEMENT for 90% of the AGREEMENT which is \$7,508.70. The invoice shall include a summary (attached or on the invoice) of expenditures to date.

- b. Friends of Purdon Crossing can provide an invoice for the remaining 10% of the AGREEMENT which is \$834.30 once the \$7,508.70 has been expended. The invoice for the 10% shall include a summary of expenditures (attached or on the invoice) as of the date of the invoice.
- c. The County shall pay requests for payment invoices within 30 days to SOCIAL GOOD FUND, INC..
- d. Invoices shall be submitted to:

[IGSAdmin@co.nevada.ca.us](mailto:IGSAdmin@co.nevada.ca.us)

Or by mail to:  
IGS Admin  
Attention: Elise Strickler  
950 Maidu Ave.  
Nevada City, CA 95959

- 5. **Electronic Signatures:** The parties acknowledge and agree that this AGREEMENT may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
- 6. **REPORTING:**  
Friends of Purdon Crossing shall submit a report no later than 60 days after the expiration of the AGREEMENT stating the total funds received from the County, a list of invoices paid by Friends of Purdon Crossing including date, vendor, and services purchased.
- 7. **Entirety of AGREEMENT:** This AGREEMENT contains the entire AGREEMENT of County and SOCIAL GOOD FUND, INC. with respect to the subject matter hereof, and no other AGREEMENT, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this AGREEMENT, shall be binding or valid. Should all or any portion of any provision of this AGREEMENT be held unenforceable or invalid for any reason, but the remainder of the AGREEMENT can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.
- 8. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
- 9. **Certificate of Good Standing:** Registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to keep

its status in good standing and effect during the term of this AGREEMENT.

10. **Non-Profit Status:** Under the provisions of Internal Revenue Code Section 6033, nonprofits, charities, and other tax-exempt organizations must generally file either a Form 990 or Form 990-EZ along with a Schedule A with the Internal Revenue Service (IRS) each year
11. Upon request, COUNTY or its authorized representative shall have access to and the right to examine all records, books, papers or documents of SOCIAL GOOD FUND, INC. related to the Project and use of COUNTY funds provided under this AGREEMENT. The SOCIAL GOOD FUND, INC. shall retain such records, books, papers and documents for a period of not less than five (5) years from the termination date.
12. The Parties to this AGREEMENT hereby certify that they are acting independently and not as agents, employees, or joint ventures with each other. Neither Party nor its officers, employees or volunteers are employees of the other.
13. Prior to surplus, donation, or disposal of equipment procured with these funds the SOCIAL GOOD FUND, INC. shall request approval from the Nevada County Sheriff Office.
14. The terms and conditions of this AGREEMENT, including any exhibits hereto, may not be amended except in writing, signed by both parties. Any amendment or addendum to this AGREEMENT shall expressly refer to this AGREEMENT.
15. The waiver of any provision of this AGREEMENT shall be in writing, signed by the party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the AGREEMENT.
16. Any notices that either Party desires to or is required to give to the other Party or to any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed received within seventy-two hours from the date of mailing, if mailed as provided in this Paragraph.

To County:  
Elise Strickler  
Information General  
Services  
950 Maidu Avenue,  
Suite 130  
Nevada City, CA 95959

To SOCIAL GOOD FUND, INC.:  
Amanda Scheper  
P O Box 5473  
Richmond, CA 94805

17. **Assignment:** This AGREEMENT may not be assigned by either party. This AGREEMENT is made and entered into for the sole protection and benefit of



COUNTY and SOCIAL GOOD FUND, INC.. No other person or entity shall have any right of action based upon any provision of this AGREEMENT.

**18. Governing Law and Venue:** This AGREEMENT shall be governed by the laws of the State of California. The venue for any legal proceedings regarding this AGREEMENT shall be the County of Nevada, State of California.

**19. Authority:** All individuals executing this AGREEMENT on behalf of a Party represents and warrants to the other Party that he or she has authority to bind and commit each such Party to this AGREEMENT.

**IN WITNESS WHEREOF,** the Parties hereunto have executed this AGREEMENT on the dates hereinafter set forth.

COUNTY OF NEVADA:

By: *Susan Hoek* Date: 07/25/2022  
Susan Hoek (Jul 25, 2022 13:17 PDT)

Honorable Sue Hoek, Chair of the Board of Supervisors

By: *Julie Patterson Hunter*  
Julie Patterson Hunter (Jul 25, 2022 13:18 PDT)

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

By: *K.L. Elliott*  
K.L. Elliott (Jul 25, 2022 12:13 PDT)

County Counsel

THE SOCIAL GOOD FUND, INC.:

By: *Susan Light* Dated: 07/25/2022  
Susan Staley (Jul 25, 2022 10:15 PDT)

Social Good Fund, Inc., Susan Light, Director of Fiscal Sponsorship

## Exhibit A

### Scope of Project

The Social Good Fund acting as fiscal sponsor for the Friends of Purdon Crossing will provide maintenance of 4 portable restrooms at Purdon Crossing at the South Yuba River. Friends of Purdon Crossing will hire a professional service to pump the port-a-potties.

The schedule for pumping the port-a-potties is estimated to be as follows:

Month	Toilet Count each month receiving service	Pumping Number
July	4	4 (weekly)
August	4	4 (weekly)
September	4	4 (weekly)
October	4	4 (weekly)
November	2	1 (monthly)
December	2	1 (monthly)
January	2	1 (monthly)
February	2	1 (monthly)
March	2	1 (monthly)
April	2	1 (monthly)