

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
GREEN DOT TRANSPORTATION SOLUTIONS**

This Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Green DOT Transportation Solutions, a California corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, on December 10, 2019, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the provision of tribal transportation planning services to the North Coast Tribal Transportation Commission (“Consultant Services Agreement”); and

WHEREAS, on December 9, 2020, COUNTY and CONSULTANT allowed the Consultant Services Agreement to expire pursuant to the terms and conditions set forth therein; and

WHEREAS, due to an inadvertent oversight, CONSULTANT provided additional tribal transportation planning services in accordance with the terms and conditions of the Consultant Services Agreement during the period of December 10, 2020 through April 6, 2021; and

WHEREAS, the additional tribal transportation planning services provided by CONSULTANT during the period of December 10, 2020 through April 6, 2021 have benefited the North Coast Tribal Transportation Commission as intended by the Consultant Services Agreement; and

WHEREAS, the purpose of this MOU is to document CONSULTANT’s performance of additional tribal transportation planning services in accordance with the terms and conditions of the Consultant Services Agreement and to provide for payment of such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. PROVISION OF ADDITIONAL TRIBAL TRANSPORTATION PLANNING SERVICES:

CONSULTANT provided additional tribal transportation planning services as described in Exhibit A – Scope of Services to the Consultant Services Agreement during the period of December 10, 2020 through April 6, 2021.

2. COMPENSATION:

The maximum amount payable by COUNTY for any and all additional tribal transportation planning services provided, and costs and expenses incurred, in accordance with the terms and conditions of the Consultant Services Agreement during the period of December 10, 2020 through April 6, 2021 is [Sixteen Thousand Seven Hundred and Seventy-Seven dollars and Fifty Cents] (\$16,777.50). The parties hereby agree that this is reasonable compensation for the additional tribal transportation planning services provided by CONSULTANT during the period of December 10, 2020 through April 6, 2021.

3. PAYMENT:

To the extent additional documentation may be required, CONSULTANT shall submit invoices to COUNTY itemizing any and all additional tribal transportation planning services provided, and costs

and expenses incurred, in accordance with the terms and conditions of the Consultant Services Agreement during the period of December 10, 2020 through April 6, 2021. Invoices shall be in a format approved, and shall include any and all appropriate backup documentation as specified, by the Public Works Director and the Humboldt County Auditor-Controller. Payment for the additional tribal transportation planning services provided, and costs and expenses incurred, in accordance with the terms and conditions of the Consultant Services Agreement during the period of December 10, 2020 through April 6, 2021 shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works  
Attention: Thomas K. Mattson, Public Works Director  
1106 Second Street  
Eureka, California 95501

4. INCORPORATION OF PROVISIONS:

Sections 7 through 39, Exhibit A – Scope of Services and Exhibit B – Schedule of Rates of the Consultant Services Agreement are hereby incorporated into this MOU by reference as if fully set forth herein. CONSULTANT agrees to comply with such provisions to the extent they impose continuing duties and obligations CONSULTANT has not already performed.

5. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

6. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

7. AUTHORITY TO EXECUTE:


Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:  
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND  
(2) SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.*

**GREEN DOT TRANSPORTATION SOLUTIONS:**

By: 

Date: 10-20-21

Name: Jeff Schwein

Title: President

By: 

Date: 10-20-21

Name: Jeff Schwein

Title: Secretary

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Virginia Bass, Chair  
Humboldt County Board of Supervisor

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Risk Management