

**AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN  
THE TEHAMA COUNTY TRANSPORTATION COMMISSION  
AND GREENDOT TRANSPORTATION SOLUTIONS FOR THE CLIMATE  
IMPLEMENTATION PROGRAM DEVELOPMENT**

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The Agreement dated October 2, 2024, by and between the Tehama County Transportation Commission ("Commission") and GreenDOT Transportation Solutions ("Consultant"), for the purpose of developing the Climate Implementation Program development for the region of Tehama is hereby amended as follows:

Said agreement is hereby amended as follows:

**4. BILLING AND PAYMENT**

On or before the 15th of each month, CONSULTANT shall submit to COMMISSION a detailed invoice for all services rendered on a lump sum basis of percentage of project complete, as well as expense reimbursement requested, during the preceding calendar month. COMMISSION shall make payment of all undisputed amounts within 30 days of receipt of the CONSULTANT's invoice. COMMISSION shall be obligated to pay only for services properly invoiced in accordance with this section.

**10. INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Green Dot and the Primary Client, and the Primary Client's elected officials, officers, employees, agents, and volunteers, against all claims, suits, actions, costs, expenses (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Contractor under this Agreement. Contractor shall also defend and indemnify Green Dot and the Primary Client against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against Green Dot with respect to Contractor's services provided under this Agreement that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payments. Notwithstanding the foregoing, or anything to the contrary herein, Contractor shall not be bound by the Indemnity set forth in Section 10 of the primary contract included as Attachment D.

All other terms of the original Agreement dated October 2, 2024, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Commission and Consultant have executed this agreement on the day and year set forth below.

Date: 3/13/25

**TEHAMA COUNTY TRANSPORTATION  
COMMISSION**

  
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William Pike, Interim Executive Director

Date: 3/10/25

**GREENDOT TRANSPORTATION SOLUTIONS**

  
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Jeff Schwein, Owner