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County of Humboldt

HTA Board Staff  
GREG PRATT  
General Manager  
CONSUELO ESPINOSA  
Secretary to the Board



**Humboldt Transit Authority  
Governing Board of Directors  
HTA Conference Room - 133 V Street Eureka  
AGENDA**

Public Participation In-person or Teleconference

Microsoft Teams

Join on your computer, mobile app or room device

[Join the meeting now](#)

Meeting ID: 258 851 465 789

Passcode: QT26zy2B

**May 23, 2025**

**9:00 AM**

**Special Board Meeting**

**A. Call Meeting to Order**

**B. Roll Call & Introductions**

**C. Community Members Communication**

Members of the community are invited to comment on items or issues not on the agenda.

**D. Special Presentation**

None

**E. Consent Calendar**

By motion, recommend the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the consent calendar upon request and will be heard separately.

**1. Federal Transit Administration (FTA) Regional Apportionment & FTA 5311(f) Grant Funds**

Page 03

**Staff: [Greg Pratt](#)**

Board authorization is required to submit an application for FTA Section 5311 and 5311(f) grant programs.

***Action Recommended: Adopt Resolution 25-06 Authorizing Application for FTA Section 5311 & 5311(f) Grant Funds and authorize the General Manager to Sign the Grant Agreements.***

**F. Items Removed from Consent Calendar**

**G. Reports**

None

## H. New Business

1. Affordable Housing Sustainable Communities (AHSC); Transit Service Agreement for Eureka Sunset Heights Housing Development

Page 05

Staff: [Greg Pratt](#)

Rural Communities Housing Development Corporation (RCHDC) is working with HTA and the City of Eureka in their application to the AHSC Program. RCHDC's application requests significant funding for transit, pedestrian, and bicycle infrastructure and operations.

**Action Recommended: Approve the Agreement between the City of Eureka and Humboldt Transit Authority and Authorize the General Manager to Sign the Agreement.**

2. Hydrogen Fueling Station: Response to Submitted Proposal

Handout

Staff: [Jerome Qiriaz](#)

Based on negotiations to date with Linde Engineering North America, LLC (Linde), HTA Legal Counsel, and HTA Staff, Staff recommends executing an agreement with Linde for a liquid hydrogen fueling station and transitional fueling and operations and maintenance services.

**Action Recommended:**

1. **Authorize the General Manager to negotiate and execute an agreement with Linde Engineering North America, LLC (Linde) for an amount not to exceed:**
  - a. **\$13,400,000 to design and build a liquid hydrogen fueling station, subject to review and approval by General Counsel; and**
  - b. **\$7,643,973 for five (5) years of transitional fuel, operations, and maintenance of the fueling station, subject to review and approval by General Counsel.**
2. **Waive proposal deviations as minor.**

## I. Board Communications

## J. Staff Communications

## K. Closed Session

None

## L. Adjournment

*Humboldt Transit Authority (HTA) is committed to a policy of non-discrimination pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Persons who require special accommodations, accessible seating, or documentation in alternative formats under the American with Disabilities Act or persons who require translation services (free of charge) should contact HTA at least two days prior to the meeting.*

*Humboldt Transit Authority (HTA) se compromete a una norma de no discriminación de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act, o personas que requieren servicios de traducción (libre de cargo) deben comunicarse con HTA al menos dos días antes de la reunión.*



133 V Street  
Eureka, CA 95501

*A Public Entity Serving Humboldt County Since 1976*

Office: (707) 443-0826  
Fax: (707) 443-2032  
[www.hta.org](http://www.hta.org)

TO: Chair Arroyo  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: May 23, 2025

SUBJECT: Federal Transit Administration Section 5311 & 5311(f) Grant Funds

The Humboldt County Association of Governments has notified the region that there are \$1,058,125 in FTA Section 5311 grant funds available for fixed route bus services. This is a Regional Apportionment grant for rural agencies in Humboldt County that qualify. Staff is requesting approval from the HTA board to apply for Operating Assistance to help offset the costs for ETS, AMRTS, and RTS. HTA has been successful in applying to this grant program for the past 16 years and the Local Transportation Funds will be used as the local match if awarded.

In addition, The California Department of Transportation has notified its sub-recipients that there are FTA Section 5311(f) grant funds available for intercity bus services. This is a competitive grant for all rural agencies in the State of California. Staff is requesting approval from the HTA board to apply for Operating Assistance to help offset the costs for the Intercity Systems in Willow Creek, Southern Humboldt and the North State Express. HTA has been successful in applying to this grant program for over 15 years and the Local Transportation Funds will be used as the local match if awarded.

**Action Recommended: Adopt Resolution 25-06 Authorizing Application for FTA Section 5311 Grant Funds and FTA Section 5311(f) and the General Manager to Sign the Grant Agreements.**

**Authorizing Resolution for FTA Funds  
State of California  
Division of Local Assistance  
RESOLUTION NO. 25-06**

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) and/or 5339 (49 U.S.C. SECTION 5339) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

**WHEREAS**, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1G**); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

**WHEREAS**, Humboldt Transit Authority desires to apply for said financial assistance to permit operation of service in Humboldt County; and

**WHEREAS**, the Humboldt Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Humboldt Transit Authority Governing Board of Directors hereby Authorize the General Manager to file and execute applications on behalf of Humboldt Transit Authority with the Department to aid in the financing of operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1G**), as amended, and pursuant to Section 5339 of the Federal Transit Act (**FTA C 5100.1**), as amended.

That the General Manager is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the General Manager is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 and/or Section 5339 projects.

That the General Manager is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

**PASSED AND ADOPTED** by the Humboldt Transit Authority Governing Board of Directors of the County of Humboldt, State of California, at a special meeting of said Board Meeting held on May 23, 2025, by the following vote:

AYES:

NOES:

ABSENT:

Name: Natalie Arroyo

Title: Chair of the HTA Governing Board of Directors

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Signature

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Date



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Eureka, CA 95501

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TO: Vice-Chair Ladwig  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: May 23, 2025

SUBJECT: Affordable Housing Sustainable Communities (AHSC); Transit Service Agreement for Eureka Sunset Heights Housing Development

Rural Communities Housing Development Corporation (RCHDC) is working with HTA and the City of Eureka in their application to the AHSC Program. The AHSC Program will assist project areas by providing grants and/or loans, or any combination that will achieve GHG emissions reductions and benefit Disadvantaged Communities through increasing accessibility of affordable housing, employment centers, and key destinations via low-carbon transportation resulting in fewer vehicle miles traveled (VMT) through shortened or reduced trip length or mode shift from Single Occupancy Vehicle (SOV) use to transit, bicycling, or walking.

RCHDC's application requests significant funding for transit, pedestrian, and bicycle infrastructure and operations. Transit-specific projects that will be funded through RCHDC's application includes the following:

- Bus stop improvements at 8 locations along Harris St. and Henderson St.
- Transit Signal Priority along Harris St.
- Operating Assistance for an additional ETS bus for 6 years
- Annual Transit Pass for each apartment for three years

The City of Eureka has held public meetings on the project. The application is due on May 28, 2025, and will be notified if successful later this year.

*Agreement; agenda attachment*

***Action Recommended: Approve the Agreement between the City of Eureka and Humboldt Transit Authority and Authorize the General Manager to Sign the Agreement.***

## TRANSIT SERVICE AGREEMENT

This Transit Service Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 2025 (“Effective Date”), by and between the City of Eureka (“City”), a municipal corporation, and Humboldt Transit Authority (“HTA”). City and HTA may each be referred to herein as a “Party”, or collectively as the “Parties”.

### RECITALS

A. Rural Communities Housing Development Corporation, a California nonprofit public benefit corporation (“Developer”), is developing certain real property in the City of Eureka, California as an affordable housing community known as Sunset Heights Affordable Housing Development (“the Project”) and is a third-party beneficiary to this agreement.

B. In connection with the development of the Project, the Developer is applying for the Affordable Housing and Sustainable Communities (“AHSC”) program (the “AHSC Application”) through the State of California Strategic Growth Council (“SGC”) and the Department of Housing and Community Development (“HCD”). The application will be submitted jointly with City.

C. The AHSC program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduces greenhouse gas emissions by improving mobility options and increasing infill development, which decrease vehicle miles traveled and associated greenhouse gas and other emissions.

D. The AHSC program features Eligible Capital Project types – Sustainable Infrastructure (“STI”) and Housing Related Infrastructure (“HRI”). In addition, the AHSC program permits the funding of Eligible Program Costs (“PGM”) which includes transit subsidy programs. The STI, HRI, and PGM definitions can be found in Section 104 (Eligible Use of Funds) on pages 21 – 24 of the AHSC Round 9 FY Program Guidelines (“AHSC Guidelines”). City and HTA will have a role in the STI and PGM portions of the AHSC, with the City disbursing STI funds and the Developer disbursing PGM funds to HTA. The follow items will require coordination between City and HTA: STI items include six years of transit operations, installation of transit signal priority systems, bus stop infrastructure and improvements, and STI employment benefits and outcomes reporting. PGM items include three years of free transit passes for affordable housing resident households.

E. City and HTA have determined, with the concurrence of Developer, that funding transportation operations to add an additional fixed route increasing the frequency of service to 30 minutes for a period of six years would be an effective and expeditious method of achieving the goals of the AHSC program by directly expanding the availability and reliability of transit options for local residents. City will contribute up to \$3,103,659 if and when obtained from an AHSC grant from HCD to HTA's Operations Budget to contribute toward the expanded operations of the fixed route system (the “**Transit Vehicle Operations**”) for a period of six years.

F. City and HTA have determined, with the concurrence of Developer, that purchasing

eight transit signal priority systems would be an effective and expeditious method of achieving the goals of the AHSC program. The transit signal priority systems would help ensure limited wait times at intersections for transit vehicles. City and HTA will coordinate the operations of the transit signal priority system (the “**Transit Signal Priority Purchase**” and the “**Transit Signal Priority System**”).

G. City and HTA have determined, with the concurrence of Developer, that funding STI employment benefits and outcomes reporting would be an effective and expeditious method of achieving the goals of the AHSC program. By tracking employment benefits and outcomes, the grant recipients can coordinate and monitor the development of the aforementioned improvements and provide the state with valuable data about jobs and related benefits associated with the AHSC investment. HTA will provide necessary data to City for employment benefits and outcomes reporting (the “**STI Benefits and Outcomes Reporting**”).

H. City and HTA have determined, with the concurrence of Developer, that a purchase of annual transit passes for each apartment would be an effective and expeditious method of achieving the goals of the AHSC program. The proposed transit pass purchase would grant three years of free transit passes to affordable housing residents (one annual pass per apartment, 43 total) to support increased ridership at locations served by the HTA within the project area. City or Developer will contribute \$85,140 if and when obtained from an AHSC grant toward the purchase of transit passes for households making up to 60% AMI (the “**Annual Transit Passes**”).

I. HTA is not an applicant for the AHSC funding, but, as set forth herein, will have obligations to complete/coordinate the **Transit Vehicle Operations, Transit Signal Priority Systems, and STI Benefits and Outcomes Reporting** under its Operations Budget if Transit Funds are granted and made available for that purpose. HTA can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size which have been completed during the ten years preceding May 28, 2025, as follows: HTA has been operating fixed route and demand-responsive public transit services since 1976. HTA has created ten new Eureka Transit Service (ETS) bus routes during the history of the ETS service, and has created four new ETS bus routes in last ten years. In total, HTA operates 14 different fixed routes, a paratransit service that covers the Humboldt Bay region, and a microtransit system. Lastly, HTA has maintained 110 facilities around bus stops during the 45-year history of the ETS service. In total, HTA operates over 190 bus stops.

J. HTA is not an applicant for the AHSC funding, but, as set forth herein, HTA will provide necessary data to City for **STI Benefits and Outcomes Reporting** purposes.

K. City and HTA now wish to enter into this Agreement for the purpose of addressing the expenditure of the Transit Funds and to satisfy the requirements of the AHSC Application.

L. This agreement is null and void if the AHSC application submitted on or before May 28, 2025 is unsuccessful.

**NOW, THEREFORE,** City and HTA agree as follows:

**1. Transit Vehicle Operations**

If the Transit Funds are delivered to HTA under the terms of this Agreement, HTA shall complete the investment in the **Transit Vehicle Operations**, all in accordance with, and subject to, the terms and requirements of HTA's then current Procurement Policies and Procedures, this Agreement, the AHSC Application, and the HCD grant documents. The new **Transit Vehicle Operations** purchased with these funds is not for a specific operator. The new **Transit Vehicle Operations** will be assigned to the appropriate operating division as determined by HTA. It will not differ from any other **Transit Vehicle Operations** in its same order.

The agreed-to amount of \$3,103,659 in Transit Funds is City's maximum contribution towards the new **Transit Vehicle Operations**. All costs for the **Transit Vehicle Operations** that exceed this amount will be paid by HTA. City's obligation to provide the Transit Funds and HTA's obligation to invest in the new **Transit Vehicle Operations** under this Agreement is subject to City obtaining the award of Transit Funds from HCD pursuant to the AHSC Application. City shall have no obligation to provide any funds to HTA if City does not receive award of Transit Funds from HCD as part of the AHSC Application.

## **2. Transit Signal Priority Purchase**

If the Transit Funds are delivered to HTA under the terms of this Agreement, HTA shall coordinate with the City on the operations of the **Transit Signal Priority System**, all in accordance with, and subject to, the terms and requirements of HTA's then current Procurement Policies and Procedures, this Agreement, the AHSC Application, and the HCD grant documents. The new **Transit Signal Priority System** purchased with these funds is not for a specific brand of transit priority signal system. It will not differ from any other **Transit Signal Priority System** in its same order.

City's obligation to provide the Transit Funds and HTA's obligation to invest in bus equipment for the new **Transit Signal Priority System** under this Agreement is subject to City obtaining the award of Transit Funds from HCD pursuant to the AHSC Application. City shall have no obligation to provide any funds to HTA if City does not receive award of Transit Funds from HCD as part of the AHSC Application.

## **3. STI Employment Benefits and Outcomes Reporting**

If the Transit Funds are delivered to HTA under the terms of this Agreement, HTA shall provide data to the City for **STI Employment Benefits and Outcomes Reporting**, all in accordance with, and subject to, the terms and requirements of HTA's then current Procurement Policies and Procedures, this Agreement, the AHSC Application, and the HCD grant documents. The new **STI Employment Benefits and Outcome Reporting** purchased with these funds is not for a specific employee or operator. It will not differ from any other **STI Employment Benefits and Outcomes Reporting** in its same order.

HTA's obligation to provide data to the City for **STI Employment Benefits and Outcomes Reporting** under this Agreement is subject to City obtaining the award of Transit Funds from HCD pursuant to the AHSC Application. City shall have no obligation to provide any funds to



HTA if City does not receive award of Transit Funds from HCD as part of the AHSC Application.

#### **4. Annual Transit Passes**

If the Transit Funds are delivered to HTA under the terms of this Agreement, City or Developer shall complete the purchase of 43 **Annual Transit Passes** for households making up to 60% AMI, all in accordance with, and subject to, the terms and requirements of HTA's then current Procurement Policies and Procedures, this Agreement, the AHSC Application, and the HCD grant documents. The **Annual Transit Passes** will cover a period of three years.

The agreed-to amount of \$85,140 in Transit Funds is City or Developer's maximum contribution towards the purchase of **Annual Transit Passes**. City or Developer's obligation to provide the Transit Funds are subject to City obtaining the award of Transit Funds from HCD pursuant to the AHSC Application. City or Developer shall have no obligation to provide any funds to HTA if City does not receive award of Transit Funds from HCD as part of the AHSC Application.

#### **5. Disbursement of Transit Funds**

Following HTA's purchase order of the **Transit Vehicle Operations, Transit Signal Priority System, STI Employment Benefits and Outcomes Reporting, and Annual Transit Passes**, HTA shall submit to City all cost invoices and draw requests for Transit Funds that are associated with the purchase order, along with such supporting documentation as reasonably requested by City. City shall immediately submit such requests to HCD for reimbursement. Upon receipt of the requested Transit Funds from HCD, City will immediately deliver those funds to HTA. In the event that HTA is not ordering any of the aforementioned items in the capital year of this Agreement, then available Transit Funds shall be used to reimburse HTA for costs expended in the next year when such **Transit Vehicle Operations, Transit Signal Priority System, STI Employment Benefits and Outcomes Reporting, and Annual Transit Passes** are made by HTA; provided however that HTA agrees that it shall complete the purchase no later than the deadline required by HCD under the AHSC grant documents. HTA shall reasonably assist City in complying with any requirements related to the expenditure of the Transit Funds from HCD as part of the AHSC Application.

#### **6. Indemnification**

HTA shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "City Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with HTA's breach of this agreement or use of the Transit Funds.

City shall indemnify, defend with counsel acceptable to HTA, and hold harmless HTA and its officers, officials, employees, agents and volunteers (collectively, "HTA Indemnitees") from

and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with City's breach of this agreement or use of the Transit Funds in violation of the AHSC program.

City and HTA shall indemnify, defend with counsel acceptable to Developer, and hold harmless Developer and its officers, officials, employees, agents and volunteers (collectively, "Developer Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with City and HTA's breach of this agreement or use of the Transit Funds in violation of the AHSC program.

## **7. Termination**

Either Party, by written notice to the other Party, may terminate this Agreement, in whole or in part, if the funding for **Transit Vehicle Operations, Transit Signal Priority System, STI Employment Benefits and Outcomes Reporting, and Annual Transit Passes**, is not obtained or if there is a breach of this Agreement by the other Party that is not cured within a reasonable period after the occurrence of such breach. If this Agreement is so terminated, HTA shall, subject to City's indemnification obligation set forth above, remit any uncommitted Transit Funds it has received to HCD, or such other governmental agency as directed by HCD, and HTA shall have no further liability under this Agreement.

## **8. Notices**

Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt request, or delivered by express delivery service, return receipt requested, or personally delivered, as follows:

City: City of Eureka  
531 K Street  
Eureka, CA 95501  
Attn: City Manager

HTA: Humboldt Transit Authority  
133 V Street Eureka, CA 95501  
Eureka, CA 95501  
Attn: General Manager

## **9. Miscellaneous**

- A. *Counterparts*. This Agreement may be executed in any number of counterparts, all of which shall be deemed one original and complete instrument.
- B. *Time*. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.
- C. *Covenant of Further Assurances*. City and HTA each agree to execute such other documents and perform such other acts as are consistent with this Agreement and the

AHSC program and may be reasonably necessary or desirable to effectuate this Agreement.

- D. *Governing Law.* This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California. The exclusive venue for any action arising out of, or relating to the performance of, this agreement is in the Superior Court of Humboldt County, California.
- E. *Authority.* Each party signing this Agreement has the right, power, legal capacity and authority to enter into and perform its obligations under the Agreement.
- F. *Entire Agreement.* This Agreement constitutes the complete and entire Agreement between HTA and City and supersedes any prior representations, understandings, communications, commitments, agreements, proposals, or proposals, oral or written, regarding the subjects herein.
- G. *Amendment.* This Agreement may only be amended by a writing signed by the Parties hereto.
- H. *Waiver.* The waiver or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Transit Service Agreement of the first date set forth above.

**HTA**

Humboldt Transit Authority

By: \_\_\_\_\_  
Greg Pratt, General Manager

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

Approved as to Form:

\_\_\_\_\_  
Office of General Counsel

**CITY**

City of Eureka

By: \_\_\_\_\_  
Miles Slattery, City Manager

Attest:

\_\_\_\_\_  
Pamela J. Powell, City Clerk