

ADMIN. DRAFT

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CITY OF ARCATA

Address: 736 F Street, Arcata, CA 95501

AND

HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

Address: 611 I Street, Suite B, Eureka, CA 95501

FOR

PARTNERING ASSETS & AUTHORITIES FOR COMPREHENSIVE TRANSIT (PAACT)

This Memorandum of Understanding (“MOU”), entered into this ____ day of _____ 2025, by and between the CITY OF ARCATA, a political subdivision of the State of California, herein referred to as “CITY OF ARCATA,” and the Humboldt County Association of Governments, a Joint Powers Agency, herein referred to as “HCAOG,” is made upon the following considerations:

WHEREAS, successful regional transit networks require a high degree of active collaboration with the local transit agencies, local and tribal governments, and agencies with land-use authority; and

WHEREAS, Caltrans’ Sustainable Transportation Planning Grant Program includes Strategic Partnerships–Transit grants, whose purpose is to fund transit-focused, multi-modal planning studies of regional, interregional and statewide significance, and whose objective is to strengthen government-to-government partnerships; and

WHEREAS, the Strategic Partnerships–Transit grants are intended to accomplish Federal Planning Factors such as to “Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;” and

WHEREAS, HCAOG has adopted, in the 2022 Regional Transportation Plan (*Variety in Rural Options of Mobility 2022-2042*), Public Transportation objectives to “Coordinate long-range transit planning with land use policy, environmental policy, and development projects to help achieve a balanced transportation system” and to “Double transit trips by 2025, and again by 2030, and again by 2040;” and

WHEREAS, HCAOG’s 2022 Regional Transportation Plan ratifies Policy Land-5, “Transportation for compact, mixed-use development: HCAOG shall work towards increasing coordination with land use decision-making agencies to identify and prioritize specific transportation investments needed to support compact, mixed-use development. HCAOG recognizes transit-oriented development transit service as valuable investments for achieving efficient land use. (*CTP 2050* recommended action);” and

WHEREAS, HCAOG has adopted, in the 2022 Regional Transportation Plan, the Tribal Transportation Goal that “Tribal communities have safe and efficient mobility options, benefit from equitable access to transportation resources, and have strong interjurisdictional partnerships for advocating and solving transportation issues of tribal communities;” and

WHEREAS, HCAOG and the CITY OF ARCATA applied for a grant for the Partnering Assets & Authorities for Comprehensive Transit (PAACT) planning project, to fund collaborative planning to build strong working relationships among HCAOG, Humboldt Transit Authority, other transit and mobility-service providers, California Department of Transportation (Caltrans), local tribes, cities, and county

agencies in order to plan transportation and land use together, considering socio-economic and equity factors and funding mechanisms; and

WHEREAS, Caltrans awarded a FY 2024-25 Strategic Partnerships–Transit grant of \$479,500 with a required local match of \$62,150 (11.47%), for an estimated total project cost of \$541,650, with HCAOG as primary applicant, Humboldt Transit Authority (HTA) as secondary applicant, and CITY OF ARCATA as a sub-applicant, and Caltrans gave authorization to proceed on January 27, 2025; and

The City of Arcata on __August 6__, 2025, authorizing the City Manager to accept the award of Strategic Partnerships–Transit grant funding, administer the program and submit to HCAOG all documents necessary to administer the funded programs, including, without limitation, applications, agreements and payment requests for up to ten thousand dollars (\$6,000.00);

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. HCAOG hereby agrees to reimburse CITY OF ARCATA up to **six thousand dollars (\$6,000.00)** in Caltrans' FY 2024-25 Strategic Partnerships–Transit grant funds for the purpose of paying for staff expenses or other eligible activities and expenses related to implementing and delivering the Humboldt Partnering Assets and Authorities for Comprehensive Transit (PAACT) project, including, without limitation, participating actively and consistently in the Project Steering Working Group and performing the pertinent tasks described in **Exhibit A–Scope of Agreement**, which is attached hereto and incorporated herein as if set forth in full; and
2. CITY OF ARCATA hereby agrees to provide, no later than June 30, 2027, a local match of greater than or equal to **one thousand dollars (\$1,000)** regardless of the amount of grant funds that the CITY OF ARCATA requests for reimbursement, and in accordance with **Exhibit B–Strategic Partnerships-Transit Guide (Excerpt)**, which is attached hereto and incorporated herein as if set forth in full; and
3. CITY OF ARCATA hereby agrees to fulfill reporting and accounting requirements, completely and on time, as set forth by **Exhibit B. Strategic Partnerships-Transit Guide (Excerpt)**, which is attached hereto and incorporated herein as if set forth in full; and
4. The staff members who will be the primary contact for this MOU on behalf of the CITY OF ARCATA and HCAOG are listed below. In the event one (1) of these individuals leaves their employment or changes jobs within the CITY OF ARCATA or HCAOG, the parties shall notify each other of this fact and provide the name and contact information of the individual's replacement in writing within ten (10) working days. Each of these listed individuals may delegate work to other staff within their department, provided they give notice to the other party. Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be sent by certified mail, return receipt requested, to the addresses below, and shall be deemed received when placed in the stream of mail.

CITY OF ARCATA:

Attention: Netra Khatri, City Engineer
736 F Street
Arcata, California 95521

HCAOG:

Humboldt County Association of Governments
Attention: Oona Smith, Senior Regional Planner
611 I Street, Suite B
Eureka, California 95501

5. This MOU shall begin upon execution by both parties hereto and shall remain in full force and effect until June 30, 2027, unless extended by a valid amendment hereto.
6. Each party shall hold harmless, defend, and indemnify the other party, and its officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs, including, without limitation, reasonable attorney's fees and other costs of litigation, of any kind or nature, arising out of, or in connection with, the other party's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
7. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party shall bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
8. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either parties' performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.
9. Without limiting either party's indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.
10. This MOU may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.
11. This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this MOU are hereby ratified.
12. 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.
13. 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.

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

CITY OF ARCATA:

By: _____
Merritt Perry
City Manager

Date: _____

HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS (HCAOG):

By: _____
Brendan Byrd
Executive Director, HCAOG

Date: _____

LIST OF EXHIBITS:

- Exhibit A – Scope of Agreement
- Exhibit B – Strategic Partnerships-Transit Guide (Excerpt)
- Exhibit C – Letter of Support with Local Match Pledge

EXHIBIT A.
SCOPE OF AGREEMENT
PARTNERING ASSETS & AUTHORITIES FOR COMPREHENSIVE TRANSIT (PAACT)
PLANNING PROJECT
For Fiscal Years 2025-26 and 2026-27

Summary of the role of Partners in the **Project-Steering Working Group**:

- Actively participate in a multi-agency, project-advisory working group.
- Commit to a maximum of 100 staff hours over the course of the grant project (2 years).
- Attend working meeting, some of which will be all-day (estimated no more than 3), in-person meetings.
- Share knowledge (project-related, transit-focused) with Project-Steering Working Group and project team staff (HCAOG, HTA, and consultant staff).
- Participate in discussions for setting values and priorities for regional transit network.
- Engage with, and help direct, project consultants for existing conditions assessment and regional transit operations assessment/analysis.
- Participate by directing, informing, and reviewing and commenting on project deliverables for the project tasks:
 - Task 1. Establish Advisory Group (Project Steering Working Group)
 - Task 2. Understanding the community's transit values and priorities
 - Task 3. Existing Conditions Report on community & regional characteristics
 - Task 4. Transit market analysis & regional operations assessment
 - Task 5. Land use-transit policy connections
 - Task 6. Stakeholder outreach, engagement & participation strategies

Task 02: Consultant Procurement

HCAOG and one to two sub-applicants will procure a consultant consistent with all applicable Caltrans, state, and federal requirements. The sub-applicant(s) elected for this task will review and comment on the draft Request For Proposals/Qualifications for contract/consultant services, and/or score responsive proposals.

Task 02 Deliverables:

- Comments on the draft Request for Proposal/Qualifications,
- Scoring sheets, consultant selection recommendation (HCAOG, HTA, 1 to 2 other sub-applicants to score proposals)

Task 1: Lay Foundation for Consensus-Building: Establish Advisory Group

A government-based Project Steering Working Group will build upon, and serve to strengthen, government-to-government relationships. The distinct roles of the steering group are to: work directly with the project team and consultants to complete the comprehensive transit network analysis; tackle more difficult or costly network management decisions; recommend/promote transit-supportive land use policy directives; and achieve consensus on regional policy directives to effectively apply regional decisions.

PAACT sub-applicants will assign agency staff to actively participate in the project steering group throughout the majority of the project timeline. The sub-applicants are: HTA (secondary lead applicant), Cher-Ae Heights Indian Community of the Trinidad Rancheria, City of Arcata, City of Blue Lake, City of Trinidad, County of Humboldt, and Yurok Tribe. The City or Eureka will also participate as a member of the Project Steering Working Group.

The seven PAACT sub-applicants, as members of the Project Steering Working Group, will be responsible for participating directly and actively in the overall project, including but not limited to attending a minimum of meetings, defining a consensus-based vision statement or purpose statement, and communicating this subject project within their respective communities.

Task 1 Deliverables

- Executed Memorandum of Understanding (MOU).
- Contact information for designated member of the Project Steering Working Group.
- Steering committee purpose statement.
- Attendance at a minimum of two preliminary meetings (at least one in-person or hybrid). (*This task may include travel costs.*)

Task 2: Comprehensive Plan for Regional Transit & Multimodal Networks & Networking

• Understanding the Community's Transit & Mobility Values and Priorities

Led primarily by direction from the Project Steering Working Group, project partners will work to find consensus on a defined problem/purpose/vision statement for regional transit service and active mobility. This process will be facilitated by a consultant. The work will involve engaging and surveying diverse stakeholders to identify the broad community's key choices for deciding how to redesign, enhance, or expand the regional transit network.

• Existing Conditions Report on Community & Regional Characteristics

The existing conditions report will analyze and summarize demographics, equity factors, governance, funding and other existing conditions that affect active-transportation demand and equitable access for area residents. Stakeholders will use this information as a basis for exchanging ideas, informing priorities, and informing policy direction and potential strategies to deliver high-quality multimodal access for communities.

The sub-applicant agencies will be responsible for reviewing data and for supplying available data (e.g., demographics, equity factors, governance and staffing, environmental, funding) for their jurisdictions as needed to fill in data gaps.

Population characteristics to gather and analyze can include, but are not limited to:

- Population density, activity density, and employment density (i.e., proximity of jobs, housing, destinations/major points of interest)

- Service Equity & Justice⁴⁰ factors that contribute to transportation burdens, e.g., zero-vehicle households; low-income households; race and ethnicity; age; limited English proficiency; low-wage jobs; job types; off-peak hour commutes; and mobility disabilities.
- Populations/areas overburdened by pollution.
- Disadvantages Communities in Humboldt as defined in the RTP, *VROOM 2022-2042*.
- Dimensions designating communities as burdened by underinvestment in transportation, per USDOT: Transportation Insecurity, Climate and Disaster Risk Burden, Environmental Burden, Health Vulnerability, and Social Vulnerability.
- Other applicable factors identified as contributing to marginalizing communities.

• **Transit Market Analysis & Regional Operations Assessment**

Consultants will analyze the existing transit network and develop scenarios for improving, expanding, and enhancing multimodal access, mobility, and funding stability. The Project Steering Working Group, which includes PAACT sub-applicants, will work directly with consultants. The sub-applicant agencies will be responsible for reviewing data and for supplying available data for their jurisdictions as needed to fill in data gaps (e.g., existing conditions, adopted policies, and/or programs for transit, transportation network, travel patterns, land use, health and safety outcomes, etc.). As applicable, sub-applicants will provide presentations and/or tours of transit systems in their respective jurisdictions (e.g. HTA, Arcata, Eureka, Yurok, Blue Lake, unincorporated County).

Task 2 Deliverables

- A purpose statement or vision statement for Humboldt regional transit service or for regional active mobility. (Collectively deliberated and developed by consensus.)
- Review and comment on draft plan/technical memos and mapping (administrative draft, public review draft, and final).
- Attendance at presentations and/or tours of transit systems in sub-applicants' jurisdictions. (*This task includes travel costs.*)
- Attendance at Project Steering Working Group meetings.

Task 3: Land Use-Transportation Policy Connections

Because land uses and population densities are fundamental in determining viable transit operations and multimodal choices, this project includes specific work to engage ongoing dialogue and collaboration among transit operators and planners and land use authorities. This task includes work to explicitly discuss, study, and dialogue on what strategies would best govern the vision of regional transit service and multimodal networks.

Task work will include researching relevant land use policies and identifying applicable best practices that promote transit and active transportation, and sharing this with local jurisdictions. The project team, the Project Steering Working Group (including all sub-applicants) and partners will explore opportunities for incorporating more of these policies into local and tribal jurisdictions' applicable planning documents and processes (e.g. General Plans, Tribal Plans,

Specific Plans, Transit Development Plans, etc.). Partners will collaborate on building consensus for regionally-focused policy as well as local policy that effects the regional multimodal network.

The Project Steering Working Group, and other project partners as applicable, will be convened to explore ways that land-use authority agencies can improve processes for integrating land use and transit/active mobility in their standard procedures. Specifically, work will seek to identify and implement procedures for improving regular agency consultation with Humboldt Transit Authority. Project Steering Working Group sub-applicants will help coordinate and facilitate meetings with, and review and input from, other pertinent staff, departments, and elected officials of their respective agencies.

Task 3 Deliverables

- Attendance at Project Steering Working Group meetings.
- Coordination of, facilitation and attendance at meetings with other pertinent staff, departments, and elected officials of jurisdiction's respective agency. As applicable: staff reports to advisory group(s), meeting sign-in sheets.
- Draft, review, and comments on procedures for government-to-government consultations and/or new pro-transit land use policies or implementation measures (as applicable).
- Presentation to respective jurisdiction. (*This task may involve travel costs.*)

Task 4: Stakeholder Outreach, Engagement, & Input

HCAOG and the whole project team will carry out/carry on community engagement throughout the project timeline. PAACT sub-applicants and the CITY OF ARCATA will help engage and get input from community members and other interested stakeholders, agency staff, and decision-makers, both through serving on the Project Steering Working Group and individually through their respective agencies and meetings.

Public engagement meetings can include, but are not limited to, attending agencies' and community-based organizations' (CBOs') meetings, hosting meetings and workshops, and tabling at community events.

Task 4 Deliverables

- Stakeholder input and community outreach meetings. Minimum one meeting per jurisdiction of respective Project Steering Working Group members. (*This task may involve travel costs for some sub-applicants.*)
- Meeting announcements, meeting agendas, minutes or summaries, public comments, sign-in sheets as applicable to jurisdiction's respective outreach meetings.
- Per respective jurisdiction meeting(s), as applicable: slide deck presentations, virtual workshop recording, bilingual services, community surveys, receipts for light snacks (with Caltrans pre-approval).

Task 5: Draft and Final Product

HCAOG and HTA and/or consultants will compile all written reports (Tasks 4, 5, and 6) into a final product. The whole project team, including the Project Steering Working Group, will use the compilation product as another opportunity for informing and engaging the public and for soliciting feedback.

Task 5 Deliverables

- Review and comment on compilation report (draft and final), including reviewing public comments.
- Presentations at public meetings. Minimum one meeting per jurisdiction of Project Steering Working Group members. (*This task may involve travel costs for some sub-applicants.*)
- Record of meeting, public comments if applicable.