



ECOS

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OF SACRAMENTO

Post Office Box 1526 | Sacramento, CA 95812-1526

July 26, 2022

Board Chair, Vice Chair, and Members
Sacramento Transportation Authority
700 H Street
Sacramento, CA 95814
Via email BoardClerk@saccounty.gov

SUBJECT: STA Board Meeting July 26, 2022, Agenda Item #7
Memorandum of Understanding regarding implementation of the “Sacramento County
Transportation Maintenance, Safety and Congestion Relief Act of 2022 – Retail Transactions and
Use Tax”

Dear Chair, Vice Chair, and Members,

The subject Memorandum of Understanding (MOU) is disconcerting because:

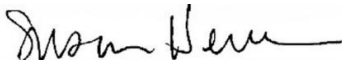
- Key players are not designated as Parties to the MOU.
 - The Capital SE Connector JPA is not a signatory and therefore we assume the JPA does not support the MOU. Of all the projects that are not in the MTP/SCS but are included in the Initiative Expenditure Plan, the JPA’s SE Connector project is by far the most concerning.
- Many provisions are in the form of suggestions not requirements.
- There is no guarantee the MOU will last for the 40 years of the Initiative.
 - ⊖ The MOU is not as durable as the tax measure itself. It is only durable if all future Boards of STA and SACOG decide not to change the language of the MOU. MOU Paragraph 7. Miscellaneous, specifically allows the Parties to amend the MOU. Recommend deleting this sentence: ~~“This MOU shall be effective upon adoption by the Parties and may only be amended in writing by mutual consent of the Parties.”~~
- SACOG’s authority to analyze GHG emissions and ensure reduction targets are met is left open to challenge.
- The voters on the Initiative could be deceived. The advertising campaign for the Initiative should make it clear that, as currently drafted, the promised GHG mitigation is uncertain.

The treatment of projects for GHG mitigation described in Paragraph 3, Process for Projects Not in MTP/SCS, is good. Our concern is not with this, but with the makeup of the Parties and the fact that the MOU provides no guarantee of continuity for the duration of the Initiative.

We suggest changes and additions as follows:

- 1) The "Parties" should include not only STA and SACOG, **but also the Committee for a Better Sacramento, Caltrans, and the Capital SE Connector JPA.** The initiative directs revenues to fund projects by Caltrans and the JPA that are not in the MTP/SCS. The purpose of the MOU is to set forth conditions for implementation of these projects.
- 2) Paragraph 2, Prioritizing Additional Funds for GHG Mitigation.
 - a. After: ". . . This section shall not be construed to limit or eliminate any mitigation obligations under the Initiative or as set forth in this MOU" Add: **The availability or lack of availability of any additional funds shall not relieve the project sponsors of the responsibility for mitigating their GHG emissions.**
 - b. Paragraph 2.1, "STA and CBS" Add: **SACOG "shall** ~~will~~ each request that recipient agencies pass resolutions . . ."
- 3) Paragraph 3, Process for Projects Not in MTP/SCS.
 - a. "With the mitigation measures, there ~~shall~~ ~~should~~ be no net increase to regional GHG emissions from the MTP/SCS."
 - b. Paragraph 3.1 (2), "STA and the project sponsors ~~shall~~ ~~will~~ follow SACOG's recommendation;
 - c. Paragraph 3.1 (3), "will meet and confer." Add: **SACOG shall have authority to make the final determination.**
 - d. Paragraph 3.2, ". . . demonstrating that the project sponsor can mitigate . . . the project shall be eligible for Initiative funds" Add: **provided the demonstration include a specific plan and funding for mitigation and related oversight.** There ~~shall~~ ~~should~~ be no net increase to regional GHG emissions after mitigation measures are complete."
- 4) Paragraph 5, Transportation Funding Strategy Partnership. ". . . One of these goals is to improve the ability of all local jurisdictions and agencies to leverage . . . providing a competitive local match for the projects and programs listed in the Expenditure Plan, Add: **when such projects and programs are in compliance with GHG mitigation requirements.**"
- 5) Paragraph 7, Miscellaneous. ~~Delete this: "This MOU shall be effective upon adoption by the Parties and may only be amended in writing by mutual consent of the Parties."~~
- 6) Paragraph 8, CBS Confirmation. Add: **"The Committee for a Better Sacramento** (CBS) acknowledges. . ."
 - a. Confirmed by The **Committee** ~~Citizens~~ for a Better Sacramento

Sincerely,



Susan Herre AIA AICP
President of the Board of Directors, Environmental Council of Sacramento

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