



# **Western Riverside Council of Governments Technical Advisory Committee**

## **AGENDA**

**Thursday, April 17, 2025  
9:30 AM**

**Western Riverside Council of Governments  
3390 University Avenue, Suite 200  
Riverside, CA 92501**

### **Remote Meeting Locations:**

**City of Beaumont  
Beaumont Civic Center  
550 East 6th Street, Map Room  
Beaumont, CA 92223**

**City of Calimesa  
City Hall  
Senior Center Map Room  
908 Park Avenue  
Calimesa, CA 92230**

**City of Lake Elsinore  
City Hall  
City Manager's Conference Room  
130 S. Main Street  
Lake Elsinore, CA 92530**

**City of Menifee  
City Hall  
Menifee Conference Room  
29844 Haun Street  
Menifee, CA 92586**

**City of Moreno Valley  
City Hall  
14177 Frederick Street  
Moreno Valley, CA 92553**

City of Murrieta  
City Hall  
Conference Room 2C  
1 Town Square  
Murrieta, CA 92562

City of Temecula  
City Hall  
City Manager's Office  
41000 Main Street  
Temecula, CA 92590

City of Wildomar  
City Hall  
23873 Clinton Keith Road, Suite 110  
Wildomar, CA 92595

March Air Reserve Base  
Meridian Conference Room  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518

3593 Eastfield Court  
Carmel, CA 93923

**Members of the public are welcome to participate remotely from any location. Committee member participation is limited to locations that are listed on the published agenda.**

[Public Zoom Link](#)

Meeting ID: 845 3727 4013

Passcode: 478832

Dial in: 669 444 9171 U.S.

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Technical Advisory Committee meeting, please contact WRCOG at (951) 405-6706. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 200, Riverside, CA, 92501.

In addition to commenting at the Committee meeting, members of the public may also submit written comments before or during the meeting, prior to the close of public comment to [jleonard@wrcog.us](mailto:jleonard@wrcog.us).

Any member of the public requiring a reasonable accommodation to participate in this meeting in light

of this announcement shall contact Lucy Felix at least 72 hours prior to the meeting at (951) 405-6706 or [jleonard@wrcog.us](mailto:jleonard@wrcog.us). Later requests will be accommodated to the extent feasible.

The Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

**1. CALL TO ORDER (Clara Miramontes, Chair)**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. PUBLIC COMMENTS**

At this time members of the public can address the Committee regarding any items within the subject matter jurisdiction of the Committee that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Committee in writing and only pertinent points presented orally.

**5. CONSENT CALENDAR**

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Committee request specific items be removed from the Consent Calendar.

**A. Action Minutes from the March 20, 2025, Technical Advisory Committee Meeting**

**Requested Action(s):** 1. Approve the Action Minutes from the March 20, 2025, Technical Advisory Committee meeting.

**6. REPORTS / DISCUSSION**

**A. Vehicle Miles Traveled Mitigation Program Implementation**

**Requested Action(s):** 1. Recommend that the Executive Committee approve the Vehicle Miles Traveled Mitigation Program Manual.

**B. Western Riverside County Clean Cities Coalition Activities Update**

**Requested Action(s):** 1. Receive and file.

**C. Santa Ana Municipal Separate Storm Sewer System (MS4) Permit Compliance Program Activities Update**

**Requested Action(s):** 1. Receive and file.

**7. REPORT FROM THE EXECUTIVE DIRECTOR**

Dr. Kurt Willson

**8. ITEMS FOR FUTURE AGENDAS**

Members are invited to suggest additional items to be brought forward for discussion at future Committee meetings.

**9. GENERAL ANNOUNCEMENTS**

Members are invited to announce items / activities which may be of general interest to the Committee.

**10. NEXT MEETING**

The next Technical Advisory Committee meeting is scheduled for Thursday, May 15, 2025, at 9:30 a.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

**11. ADJOURNMENT**

# Technical Advisory Committee

## Action Minutes

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### 1. CALL TO ORDER

The meeting of the Technical Advisory Committee was called to order by Chair Clara Miramontes at 9:32 a.m. on March 20, 2025, in WRCOG's office.

### 2. PLEDGE OF ALLEGIANCE

Chair Miramontes led the Committee members and guests in the Pledge of Allegiance.

### 3. ROLL CALL

- City of Beaumont - Gus Romo
- City of Calimesa - Will Kolbow
- City of Canyon Lake - Aaron Brown
- City of Eastvale - Mark Orme
- City of Jurupa Valley - Rod Butler
- City of Lake Elsinore - Jason Simpson
- City of Menifee - Bryan Jones
- City of Moreno Valley - Sean Kelleher\*
- City of Murrieta - Kristen Crane
- City of Norco - Lisette Free\*
- City of Perris - Clara Miramontes (Chair)
- City of Riverside - Ruby Castillo
- City of San Jacinto - Travis Randel
- City of Temecula - Betsy Lowrey\*
- City of Wildomar - Dan York
- Eastern Municipal Water District (EMWD) - Jolene Walsh
- Western Water - Tim Barr
- March Joint Powers Authority (JPA) - Dr. Grace Martin

\*Arrived after Roll Call

Absent:

- City of Banning
- City of Corona
- City of Hemet
- County of Riverside
- Riverside Co. Office of Education

### 4. PUBLIC COMMENTS

There were no public comments.

## 5. CONSENT CALENDAR

<b>ACTION:</b>	<b>APPROVED AS RECOMMENDED</b>
<b>MOVER:</b>	Eastvale
<b>SECONDER:</b>	Jurupa Valley
<b>AYES:</b>	Beaumont, Calimesa, Canyon Lake, Eastvale, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Perris, Riverside, San Jacinto, Wildomar, EMWD, Western Water, March JPA
<b>ABSTAIN:</b>	Norco

### A. Action Minutes from the February 20, 2025, Technical Advisory Committee Meeting

**Action:**

1. Approved the Action Minutes from the February 20, 2025, Technical Advisory Committee meeting.

## 6. REPORTS / DISCUSSION

### A. Assembly Bill 98 Update

**Action:**

1. Received and filed.

### B. Environmental Department Program Activities Update

**Action:**

1. Received and filed.

### C. I-REN 2028-2035 Business Plan Activities Update

**Action:**

1. Received and filed.

### D. I-REN Energy Fellowship 2025/2026 Program Service Year: Public Agency Participation

**Action:**

1. Received and filed.

## 7. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reminded the Committee to submit the Form 700, which were due on April 1, 2025. Dr. Wilson reported that WRCOG closed escrow on a new building nearby, but the move will not be immediate. Dr. Wilson asked if the the Committee would like to skip the May meeting to accommodate their busy schedules during the budget season.

## 8. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

## **9. GENERAL ANNOUNCEMENTS**

There were no general announcements.

## **10. NEXT MEETING**

The next Technical Advisory Committee meeting is scheduled for Thursday, April 17, 2025, at 9:30 a.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

## **11. ADJOURNMENT**

The meeting was adjourned at 10:31 a.m.



# Western Riverside Council of Governments Technical Advisory Committee

## Staff Report

**Subject:** Vehicle Miles Traveled Mitigation Program Implementation  
**Contact:** Chris Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710  
**Date:** April 17, 2025

### **Recommended Action(s):**

1. Recommend that the Executive Committee approve the Vehicle Miles Traveled Mitigation Program Manual.

### **Summary:**

Senate Bill (SB) 743, implemented on July 1, 2020, requires development projects to utilize Vehicle Miles Traveled (VMT), rather than Level of Service (LOS), as the metric to determine its transportation impacts under the California Environmental Quality Act. WRCOG assisted its member agencies in the implementation of SB 743 with guidance on meeting the requirements of the Bill. To continue with the implementation of VMT as a metric, WRCOG has been actively working with partner agencies to develop a VMT Mitigation Program Manual. Staff will present an overview of the manual and then discuss next steps.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to provide an update and next steps of the potential regional VMT Mitigation Program which would be available to each member agency to opt-in when available. This report is not requesting any approval of a program. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

### **Discussion:**

### **Background**

One objective of WRCOG's Local Transportation Funds (LTF) Program with the Riverside County Transportation Commission (RCTC) is to assist WRCOG with SB 743 implementation. As part of this, WRCOG conducted initial research on a possible VMT Mitigation Program or bank strategies for development projects as part of its SB 743 implementation activities. This initial research was presented to the Public Works Committee (PWC) in May 2021 and, as a result, WRCOG received inquiries from member agencies regarding the development of a potential regional VMT Mitigation Program for western Riverside County.

During WRCOG's work on SB 743 implementation, the issue of VMT mitigation was noted to be problematic. The main reason is that most land-use projects cannot implement transportation system improvements or directly influence the travel of its occupants. VMT is a function of the intensity of use, type of use, and location, so the main challenge is that VMT is ultimately a regional, not local, concern. In comparison, LOS-based impacts are relatively easy to mitigate since payment of fees for improvements or construction of improvements, or some combination thereof, are appropriate mitigation.

On October 4, 2021, WRCOG staff received direction from the Executive Committee to evaluate options to mitigate VMT impacts from new development. WRCOG commenced an effort to develop a potential program for western Riverside County, and has been discussing the different elements and options with RCTC and the Riverside Transit Agency (RTA). These two agencies were identified since they would be potential large credit generators and/or credit users if they choose to participate. Participation in any potential program will be on a voluntary basis, so member agencies will participate in a program only if it decides to opt-in.

Since this due diligence process has taken place, the project team has looked at potential benefits and challenges to the different types of mitigation programs and its framework, such as banks, exchanges, and impact fee programs. The project team has also considered the key elements of additionality and equity. In addition, the project team has been exploring potential governing structures and the different elements of operating a program. The project team includes WRCOG's legal counsel to ensure all elements of the program are analyzed from all aspects.

The mitigation measures included will influence the type of program, so the project team has been working with member and partner agencies to identify potential mitigation measures to be included. WRCOG reached out to interested PWC members in February 2023 to solicit potential projects and programs that could be included in a program to serve as an initial project list. This initial project list is strictly for information and additional projects and programs may be added. For the sake of due diligence and feasibility, the project team estimated the potential VMT reduction associated with the projects and programs. The project team also completed an equity analysis to consider demographic trends, including historically disadvantaged communities when identifying which projects and programs could be included in a regional VMT Mitigation Program.

### **Present Situation**

All of the technical work and research on a potential VMT Mitigation Program has been completed. A draft Program Manual that was reviewed by various stakeholders including RCTC, RTA, and the Western Riverside County Regional Conservation Authority (RCA) has been finalized. The goal of the Program Manual is to serve as a guiding document of a potential program. It is anticipated that the Program Manual would be updated as the Program develops, similar to how the TUMF Program Administration Plan is updated.

Some key elements of the effort proposed by WRCOG are as follows:

- The Program would be a regional effort with WRCOG serving as the Program Administrator.
- The effort would be structured as an exchange instead of a bank or fee.
- The WRCOG Planning Directors Committee (PDC) would provide direct oversight of the Program

with the Executive Committee retaining final jurisdiction as with all WRCOG activities.

- Agencies would agree to join the Program by executing a Participation Agreement with WRCOG.
- Agencies which have formally joined the Program can then submit VMT-reducing projects, also known as Credit-Generating Items, to be included in the Program.
- Only public agencies can submit Credit-Generating Items to be included in the Program.
- WRCOG would compile a list of Credit-Generating Items.
- Credit-Generating Items would then be available to be purchased to generate VMT credits.
- Any public or private entity can purchase VMT credits by selecting one or more projects from those available on the list WRCOG maintains.
- WRCOG would collect a nominal administrative fee (4%) based on the Program costs for this transaction.
- WRCOG would refresh the Program list as appropriate.
- Agencies can choose to participate in WRCOG's Program, participate in other regional programs, develop their own program, or any combination of those three. The only limitation is that an agency is not allowed to submit the same Credit Generating Item to multiple programs.

Graphics depicting the operation of a program are provided in the final draft Program Manual that is attached as Attachment 1 to this Staff Report. The flowcharts describe the following Program elements:

- Overall Program Process
- Process for Credit Generators
- Process for Submitting Credit-Generating Items
- Process for Private Sector Requests for Credit
- Process for Public Sector Requests for Credit
- Appeals Process

This information was shared with this Committee and the Public Works Committee on December 12, 2024.

### **Next Steps**

A final draft Program Manual, which has been in development since 2021, has been reviewed by staff at RCTC, RTA, and RCA. The Program Manual serves as a guide for how the Exchange Program will be governed and operated. The Program Manual was developed to include every aspect possible to ensure it was all encompassing. However, since VMT mitigation is a relatively new subject, it is anticipated that new items will be discovered. WRCOG is committed to updating the Program Manual when these items are discovered, and will ensure transparency.

The goal of developing and implementing a program is to provide member agencies and projects in the subregion an option to mitigate its VMT impacts. The Program Manual establishes this option so WRCOG will bring the Program Manual to its Executive Committee in the coming months for approval.

### **Prior Action(s):**

**April 9, 2025:** The Public Works Committee recommended that the Executive Committee approve the Vehicle Miles Traveled Program Manual.

**April 9, 2025:** The Planning Directors Committee recommended that the Executive Committee approve the Vehicle Miles Traveled Program Manual.

**April 9, 2025:** The Administration & Finance Committee recommended that the Executive Committee approve the Vehicle Miles Traveled Program Manual.

**January 16, 2025:** The Technical Advisory Committee received and filed.

**December 12, 2024:** The Public Works Committee received and filed.

**December 12, 2024:** The Planning Directors Committee received and filed.

**November 6, 2023:** The Executive Committee received and filed.

**October 12, 2023:** The Public Works Committee received and filed.

**October 12, 2023:** The Planning Directors Committee received and filed.

**February 10, 2022:** The Planning Directors Committee received and filed.

**May 13, 2021:** The Public Works Committee received and filed.

**Financial Summary:**

Costs for initial program evaluation and development are funded by LTF (Fund 210) and included in the Fiscal Year 2024/2025 Agency budget. Should WRCOG elect to implement a program, on-going funding would be provided by an Administrative Fee which would be assessed on credits purchased by public sector and private sector entities.

**Attachment(s):**

[Attachment 1 - Final Draft VMT Manual](#)



Western Riverside Council of Governments

# Regional VMT Mitigation Program Implementation Manual



FEHR PEERS

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**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
VOLUNTARY VMT MITIGATION EXCHANGE  
PROGRAM MANUAL**



## **I. INTRODUCTION**

The Western Riverside Council of Governments (WRCOG), in partnership with its member agencies and key regional stakeholders, has developed a voluntary exchange program (Program) to provide a method to mitigate vehicle miles traveled (VMT) impacts under the California Environmental Quality Act (CEQA). WRCOG will serve as the Program Administrator and main point of coordination for Program Participants, which could include regional agencies, WRCOG member agencies, and other stakeholders, as appropriate.

The requirement to analyze and mitigate VMT impacts as part of a CEQA document is an emerging field. While there is substantial empirical data regarding the effectiveness of various VMT mitigation measures, there is less certainty regarding how VMT mitigation programs might be utilized, particularly by parties needing to find ways to offset their VMT impacts.

Through the Program, Program Participants in need of a way to offset significant VMT impacts will be able to purchase VMT credits generated by participants with VMT credit-generating projects. As a result, credit-using projects will not be delayed due to an inability to offset VMT impacts, and credit-generating projects may be expedited due to access to funding. The Program is voluntary and applicants who are unable to secure credits or unwilling to comply with the various requirements can pursue other opportunities for VMT mitigation through alternative means.

This Program Manual establishes rules and procedures intended to cover most anticipated situations and provides some level of flexibility to adjust to changing circumstances. If there is a case in which the Program Manual does not fully anticipate a circumstance or discretion is required, WRCOG commits that it will exercise its discretion in an impartial, transparent, and collaborative fashion. WRCOG is well suited to serve as an impartial administrator, able to act in the best interests of the overall program rather than themselves, because WRCOG does not generate or use credits.

WRCOG reserves the right to take action in the best interest of the Program to best serve all participants. These actions could include, but are not limited to, the following:

- Limiting the number of credits available to one applicant.
- Choosing not to provide credits to an applicant if such a restriction is determined to be in the best interest of the program.
- Deferring the provision of credits until a later date for various reasons.
- Withholding credits from applicants who are unwilling to sign the appropriate agreements.

Applicants who are requesting credits from the Program have the right to appeal any decision made by the Program Administrator and will be allowed to utilize the formal appeal process, provided they have standing to appeal, as described in Section III.D.9.c.i.

This Program Manual is intended to be a living document. As State regulatory guidance changes and the program evolves, WRCOG will regularly update the Program Manual to reflect these changing conditions. Any updates will be prepared and implemented in conjunction with our regional partners, WRCOG member agencies, and other stakeholders, as appropriate.

## **II. BACKGROUND AND PURPOSE**

### **A. Senate Bill 743 and Vehicle Miles Traveled**

Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with CEQA and disclose potential impacts to the environment. For example, before a city or a county approves a site-development project, and before a transportation agency approves the construction of new infrastructure, those agencies must ensure that CEQA compliance has been completed.

Unless an action is exempt from substantive environmental review, an agency is most often faced with the choice of preparing either a CEQA Negative Declaration or, Mitigated Negative Declaration (MND), or an Environmental Impact Report (EIR). Either an MND or EIR may involve the imposition of “mitigation measures” which help to address or reduce a project’s potentially significant impacts.

The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 (SB 743) was adopted in 2013 and codified in Public Resources Code section 21099. This law and its implementing regulations require that

transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many VMT a project generates. The purposes of SB 743 are to place greater focus on implementing the State's goals of reducing greenhouse gas (GHG) emissions, promoting transit, and increasing infill development.

For many agencies, the threshold of how much VMT triggers the requirement for an EIR varies. But, in some instances, that threshold may be reached- even for projects that align with the State's goals of reducing GHG emissions, promoting transit, increasing infill development, and building more housing.- When significant impacts are identified, CEQA requires that feasible mitigation measures be proposed. If all feasible mitigation is exhausted and there is still a significant impact, a statement of overriding considerations must be issued which would trigger an EIR. This adds further cost and time to project implementation.

SB 743 has a disproportionately heavy impact on less-developed counties (like Riverside County) because those areas have not yet fully built-out their roadway networks, have less robust non-automotive travel options (like transit), and lack institutional support facilities. Thus, developments in Riverside County are far more likely to constitute "new" development, rather than "infill" projects, and are far more likely to generate VMT effects that require a full EIR, rather than a streamlined Negative Declaration/Mitigated Negative Declaration (or potential exemption). Thus, there is a demand for a dependable means of reliably mitigating or offsetting VMT impacts that would arise from development and transportation projects.

## **B. Need for a Regional VMT Mitigation Program**

Transportation demand management strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes (i.e., walking, bicycling, transit, and personal micro-mobility vehicles), offering similar travel times and convenience. These strategies are less effective in low-density suburban and rural areas where travel modes are more reliant upon personal automobiles. Much of Western Riverside County falls into this latter category and needs a coordinated regional approach.

### **C. Different Types of Regional VMT Mitigation Programs**

In more suburban and rural areas, a program-based approach to VMT mitigation is typically more effective than applying strategies to a project site only. Following is a review of three common program-based approaches that may be established to enable mitigation options for projects required to implement VMT mitigation:

- VMT Impact Fee Program – is a traditional impact fee program in compliance with the Mitigation Fee Act. The nexus for the fee program is a VMT reduction goal consistent with the CEQA threshold established by a lead agency for SB 743 purposes. The main difference from a fee program based on a metric such as vehicle level of service (LOS) is that the VMT reduction nexus results in a capital improvement program consisting largely of transit, bicycle, and pedestrian projects. These types of fee programs are time-consuming to develop, monitor, and maintain but are recognized as an acceptable form of CEQA mitigation.
- VMT Mitigation Exchange – relies on a Credit User agreeing to fund, implement, or acquire a predetermined VMT reducing project or propose a new one. The project may be located in the vicinity of the project needing VMT mitigation or elsewhere in the community, and possibly outside the community. The VMT Mitigation Exchange needs to have a facilitating entity that can match the VMT producer (the development/ infrastructure project) with a VMT reducing project or action. The facilitating entity could be the lead agency or another entity that can provide the match and document the VMT reduction with substantial evidence. This option provides the most flexibility for mitigation project selection and is also the least complex to set up. Implementation is completed on a project-by-project basis, similar to typical mitigation measures.
- VMT Mitigation Bank – attempts to create a monetary value for VMT reduction such that a Credit User could purchase VMT reduction credits. The money exchanged for credits could be applied to local, regional, or state-level VMT reduction projects or programs. Like all VMT mitigation, substantial evidence is necessary to demonstrate that the projects covered by the VMT Mitigation Bank would achieve expected VMT reductions and some form of monitoring may be required. This is more complicated than a simple exchange and requires more time and effort to set up and implement. However, the VMT Mitigation Bank can include other VMT reducing efforts (like rideshare or telecommute programs) that cannot be implemented in a VMT Impact Fee Program and would be more difficult to implement in a VMT Mitigation Exchange program. The verification of how much VMT reduction is associated with each dollar or credit and tracking mitigation completion are more difficult parts of the VMT Mitigation Bank. Perhaps the most

restrictive component of a VMT Mitigation Bank is that VMT reduction credits need to be generated prior to their ability to be purchased; which necessitates some level of seed funding to implement projects or programs to begin generating the VMT credits prior to them being sold.

The option that best fits the needs of Western Riverside County currently is an exchange program given some of the constraints noted above. WRCOG will serve as the facilitating entity (VMT Program Administrator) and will be responsible for administering the program.

#### **D. Definitions**

- **Applicant:** A developer or similar entity applying to purchase *credit(s)* as a *credit user*.
- **Credit:** VMT reduction credit.
- **Credit Generator:** A public agency that implements a project or program that produces a VMT reduction credit. Credit generators will enter into a Participation Agreement with the *Program Administrator*. This agreement enables public agencies to submit *credit-generating items* to the Program that are eligible to receive funding through the Program.
- **Credit-generating Item:** A specific project or program that has produced or may produce a *credit*.
- **Credit User:** Land development or transportation project administrator that needs VMT reduction credits for CEQA mitigation.
- **Implementing Agency:** A public agency responsible for implementing a public sector project for those cases in which another agency is designated as a lead agency for purposes of CEQA.
- **Lead Agency:** The public agency that has primary responsibility for carrying out or approving a project that is subject to CEQA.
- **Program Administrator:** The entity responsible for managing the Program and facilitating VMT mitigation exchange. WRCOG serves as the Program Administrator.
- **VMT Impact:** The generation of VMT above the applicable threshold of significance by a project, which may require a *Credit User* to seek a mitigating *credit(s)*.

### **III. THE VOLUNTARY VMT EXCHANGE PROGRAM**

#### **A. General Description and How it Works**

Following is a brief description of the major steps to facilitating a VMT mitigation exchange:

1. The Program Administrator requests credit-generating items from Credit Generators to be included on a list of potential credit-generating items that have produced or may produce a credit(s) and the Program Administrator maintains the list of items.
2. Credit Generators submit credit-generating items on a processing form that details the project/program cost and description and certifies the project/program is ready for implementation, as defined by the qualification criteria in this Program Manual (see Section IV). For the purposes of the Program, active steps taken to implement the project/program being submitted as a credit-generating item is implementation. Additional clarification is provided in the Participation Agreement (Appendix A).
3. Credit Users generate a significant VMT impact and need to purchase credits to mitigate those impacts. The cost of credits is project/program specific.
4. Credit Users submit a form indicating that the Credit User generates a significant VMT impact and is applying to purchase credits to mitigate impacts. If the Credit User is not a public agency, the application must be reviewed by the CEQA lead agency to verify application details before credits are issued.

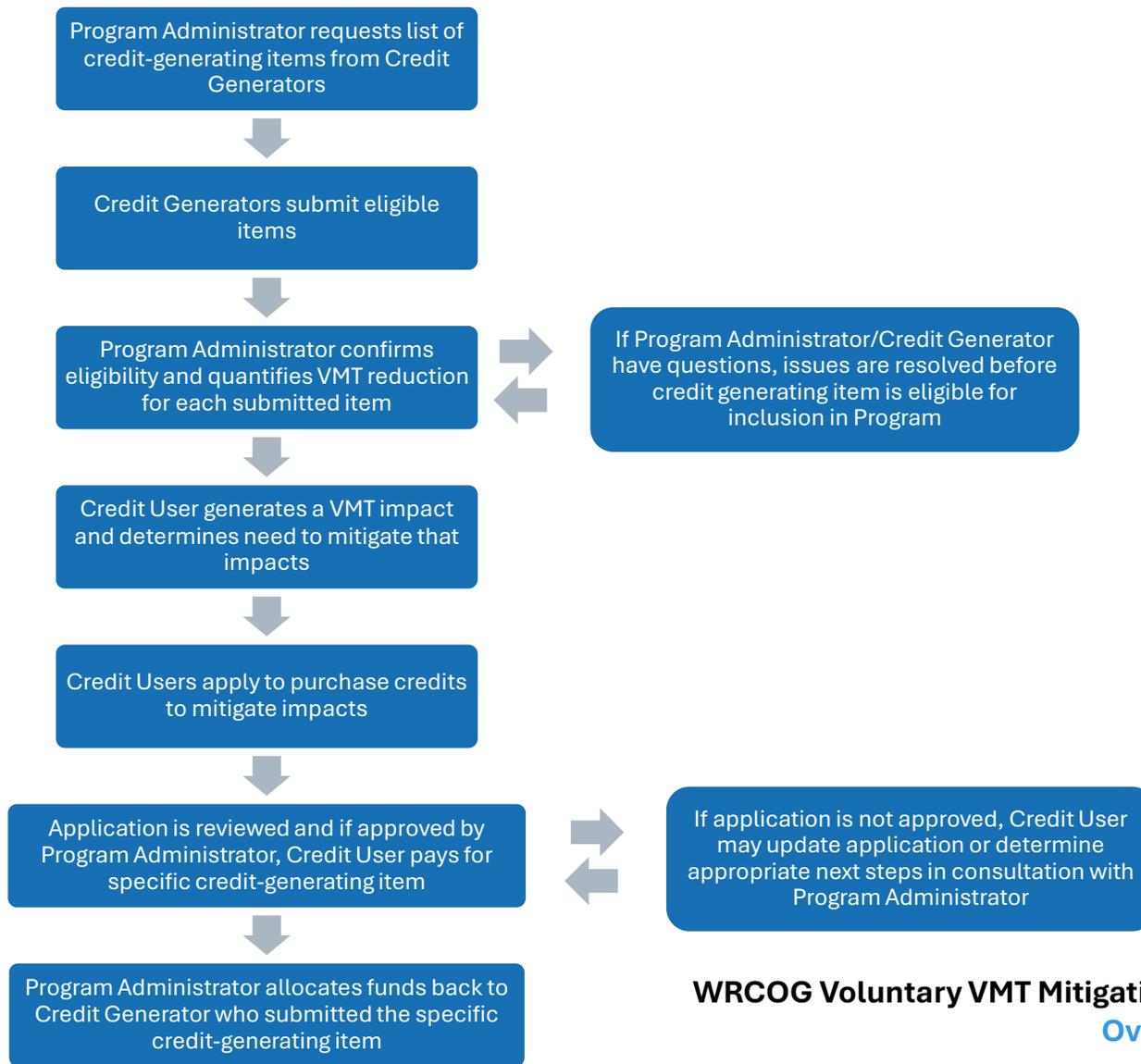
Note: Mitigation measures must equal or exceed the amount of the VMT impact to fully mitigate the project impact under CEQA.

5. Funds are collected by the Program Administrator and allocated to the specific Credit Generator whose credit-generating item was selected by the Credit User.

A description of the overall process is provided as Exhibit 1.

#### **B. Potential Types of VMT Mitigation Projects (Credit-Generating Items)**

The following potential credit-generating items do not represent an exhaustive list of potential VMT-reducing projects or programs. Currently, the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (CAPCOA, December 2024) is the best source for the latest data and research for quantification of credit-generating items. As new data, studies, and information become available, additional projects/programs may be incorporated as credit-generating items, beyond what is currently identified by CAPCOA.



**WRCOG Voluntary VMT Mitigation Exchange Program**  
**Overall Program Process**

Figure 1

Any credit-generating item that is incorporated into the Program must provide sufficient information that would allow the Program Administrator's technical experts to quantify the credits that would be available during the Program. The Program Administrator has the flexibility to revisit the projects or programs included in the Program on an annual basis to ensure the projects or programs are achieving the intended mitigation amount as costs, information, and other variables change.

As noted above, the Program Administrator will be responsible for working with its technical experts to calculate VMT credits using information supplied by the Credit Generator. Credit users, such as CEQA lead agencies, may then choose which credit generating project(s) best align with their mitigation needs. As such, the Credit Users would have the opportunity to rely upon and accept the VMT-reduction analysis completed by the Program Administrator's technical expert. WRCOG will also provide the VMT reduction calculations to the Credit User at their request.

Potential Credit-Generating Items include but are not limited to the following:

***1. Operations/Maintenance Projects***

- Transit Network Coverage or Hours Extension: Adding or modifying transit operations to include more hours of existing routes/lines or fund the operations of a new transit route/line.
- Transit Service Frequency Increase: Modifying and funding transit operations to include more frequent service on an existing transit line.

***2. Ongoing Programs***

- Transit Passes: Providing discounted or free transit fare to a specific geographic area, population group, or the general public.
- Vanpool Program: Providing financial support for a vehicle to groups of 5 to 15 people for the purpose of carpooling between their workplaces and residences.
- Rideshare Program: Providing access to and encouraging the use of a ridesharing alternative, platform, or service. This could be an app, website, or other service that provides ride-matching coordination services.

### **3. Capital Improvements**

- Pedestrian Network Improvement: Constructing new sidewalks and/or improving damaged or substandard sidewalks that connect to a larger pedestrian network.
- Bike Facility Construction or Improvement: Constructing new or enhancing an existing Class I, II, or IV bike facility.
- Transit-Supportive Roadway Treatments: Funding infrastructure improvements, such as traffic signal modifications and roadway signage and striping, that are dedicated to improving transit travel times and reliability.
- Transit Access, Safety, and Comfort Improvements: Funding infrastructure improvements that reduce the barriers to using transit, including new or enhanced features, such as, but not limited to, bus shelters, lighting, bike racks, crosswalks, transit security guards, and/or ambassadors and bus turnouts or bus pads.

### **4. Property Acquisition for Conservation Purposes**

Property acquisition for conservation purposes is not included in CAPCOA's Handbook and would require technical documentation and substantial evidence to support Program eligibility. This strategy would involve properties to be categorized as VMT efficient (VMT generation is lower than a defined threshold) or VMT inefficient areas (VMT is higher than a defined threshold). If land can be conserved for conservation in VMT inefficient areas, then the Program Administrator can consider designating the land acquisition as a credit-generating item.

### **5. Gap Financing for Affordable Infill Housing Development**

Gap financing for affordable infill housing development is included in CAPCOA's 2024 Handbook and is a new strategy in mitigating VMT that is supported by Executive Order N-2-24. The order directed the California Department of Transportation (Caltrans) to identify and implement opportunities to leverage transportation funds and projects to support the use of infill housing as an environmental mitigation approach by publishing guidance on the use of affordable infill housing as a mitigation strategy as part of its *Transportation Analysis Under CEQA* guidance and shall track and report progress at the project level.

## **C. Governance**

As set forth in Section I, WRCOG is designated as the Program Administrator and shall administer the Program as described in this Program Manual. Following is a description of the duties, roles, and responsibilities for the WRCOG Executive Committee, Executive Director, and Planning Director's Committee, as they pertain to Program administration.

1. The **WRCOG Executive Committee**. The WRCOG Executive Committee shall be responsible for reviewing and acting on the following:
  - a. Approval of the Program Manual and any subsequent amendments;
  - b. Recommendation of changes to the template agreements regarding participation in the Program; and
  - c. Otherwise having full final decision-making authority over all aspects of the Program.
  
2. The **WRCOG Executive Director**. Reporting to the WRCOG Executive Committee, the Executive Director (or their designee) shall be responsible for the following Program activities:
  - a. Administration of the Program and processing of disputes;
  - b. Conducting ongoing monitoring of credit-generating items;
  - c. Providing consultant support to quantify credit-generating items;
  - d. Providing staff and consultant support to verify credit-generating items and credit users, as necessary.
  - e. Other related activities as directed by the WRCOG Executive Committee;
  - f. Executing Participation Agreements, Credit Purchase Agreements, and any amendments thereto;
  - g. Preparation of an Annual Report for consideration by the WRCOG Executive Committee detailing the status of the Program; and
  - h. Periodic preparation of a comprehensive Program review that includes an assessment of the credit quantification methods and preparation of recommendations on potential Program revisions for consideration by the WRCOG Executive Committee.

3. The **WRCOG Planning Directors Committee (PDC)**. The PDC shall be responsible for the following:
  - a. Providing Program updates and reviews and input on all supporting technical documentation;
  - b. Recommending revisions to the Program Manual; and
  - c. Providing additional assistance to the Program, as requested by the WRCOG Executive Committee.

## **D. Administration**

This section lists the key administrative processes involved in the Program.

### ***1. Payment Processing, Credit Disbursement to Credit Users, and Payment to Credit Generators***

The Program Administrator shall receive all payments generated by the exchange of credits from Credit Users to Credit Generators for credit-generating items. The Program Administrator shall account for credits and disburse credits and payments for credit-generating items, in accordance with this Program Manual.

### ***2. Credit Generator Opt In***

A credit generator must opt in to the Program through execution of a Program Participation Agreement.

### ***3. Credit Generator Opt Out***

A credit generator would opt out of the Program by providing written notice to the Program Administrator. The credit generator will be removed from the program within 90 days of providing this notice. Credit generators may not opt out of the program if there are credit generating items for which a credit purchase agreement has been executed but have not been completed.

Exhibit 2 provides an overview of the process through which a credit generator could opt-into the program.



**WRCOG Voluntary VMT Mitigation Exchange Program**  
**Process for Credit Generators**

Figure 2

A Credit Generator who has opted in can submit credit-generating items to the exchange through a Credit-Generating Item Form, provided that the credit-generating item meets the qualification criteria outlined in this Program Manual (see Section IV). The Credit-Generating Item Form will request the following:

- a. Credit-generating item description.
- b. Credit-generating item cost. Updates to costs of a credit-generating item already on the credit-generating item list may occur when the Program Administrator updates the list. A credit-generating item that is an operations item may include an annual escalator.
- c. Information to demonstrate that the proposed credit-generating item is ready to be utilized or constructed when funding is provided).
- d. Sufficient information to allow the Program Administrator technical expert to quantify the VMT reduction.

Exhibit 3 outlines the process by which a Credit Generator provides credit-generating items to the Program.

#### **4. Applications for Credits by Credit Users**

- a. An application must be submitted by credit users, as noted below, based on the type of credits, with VMT or environmental impact quantified to confirm the need to purchase credits to mitigate an impact. Any application must be submitted by the lead agency or lead jurisdiction where the VMT or environmental impact takes place to verify that credits are needed.

*For Transportation Projects:* The application must be submitted by the Implementing Agency (the Riverside County Transportation Commission, or any jurisdiction within the Western Riverside County subregion).

*For Development Projects:* The application must be submitted by the CEQA lead agency.

Credit users are not required to enter into a participation agreement but will enter into contractual agreements for each application.

- b. The Program Administrator will provide the list of available credit-generating items that can be purchased by the Credit User.

Exhibits 4 and 5 document the process by which a Credit User can request credits.

**5. Procedure for Disbursement of Mitigation Projects**

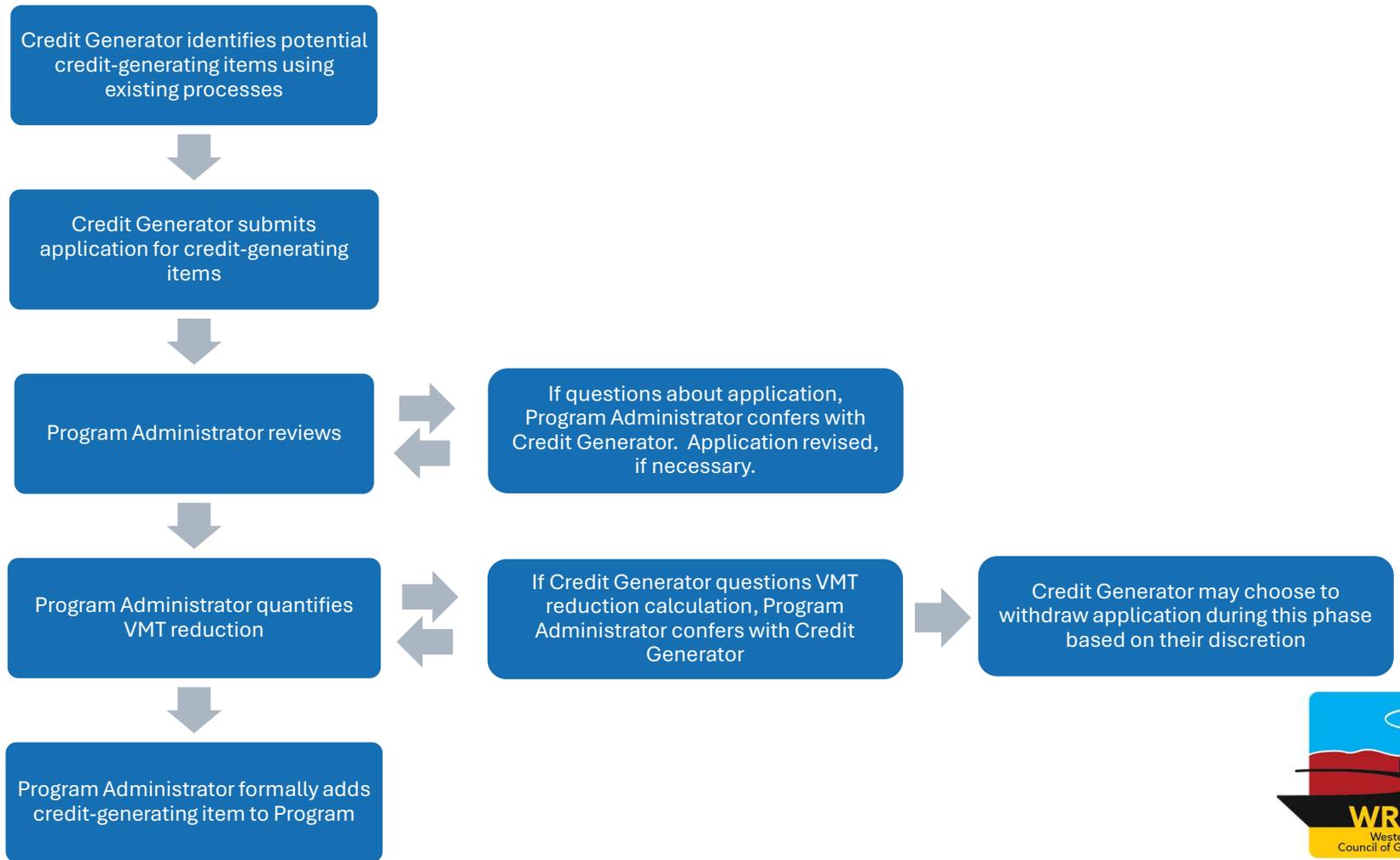
- a. Credits will be distributed on a first-come, first-served basis upon application completion, approval by the Program Administrator, and submittal of payment to the Program Administrator for the selected credit-generating item.

**6. Transfer of Credits and Refund Policy**

- a. A Credit User is allowed to transfer credits to another project that needs to mitigate VMT or another Credit User. The Credit User that is holding the credits must notify the Program Administrator of the transfer for purposes of maintaining an account for the credits.
- b. Credit purchases are nonrefundable.

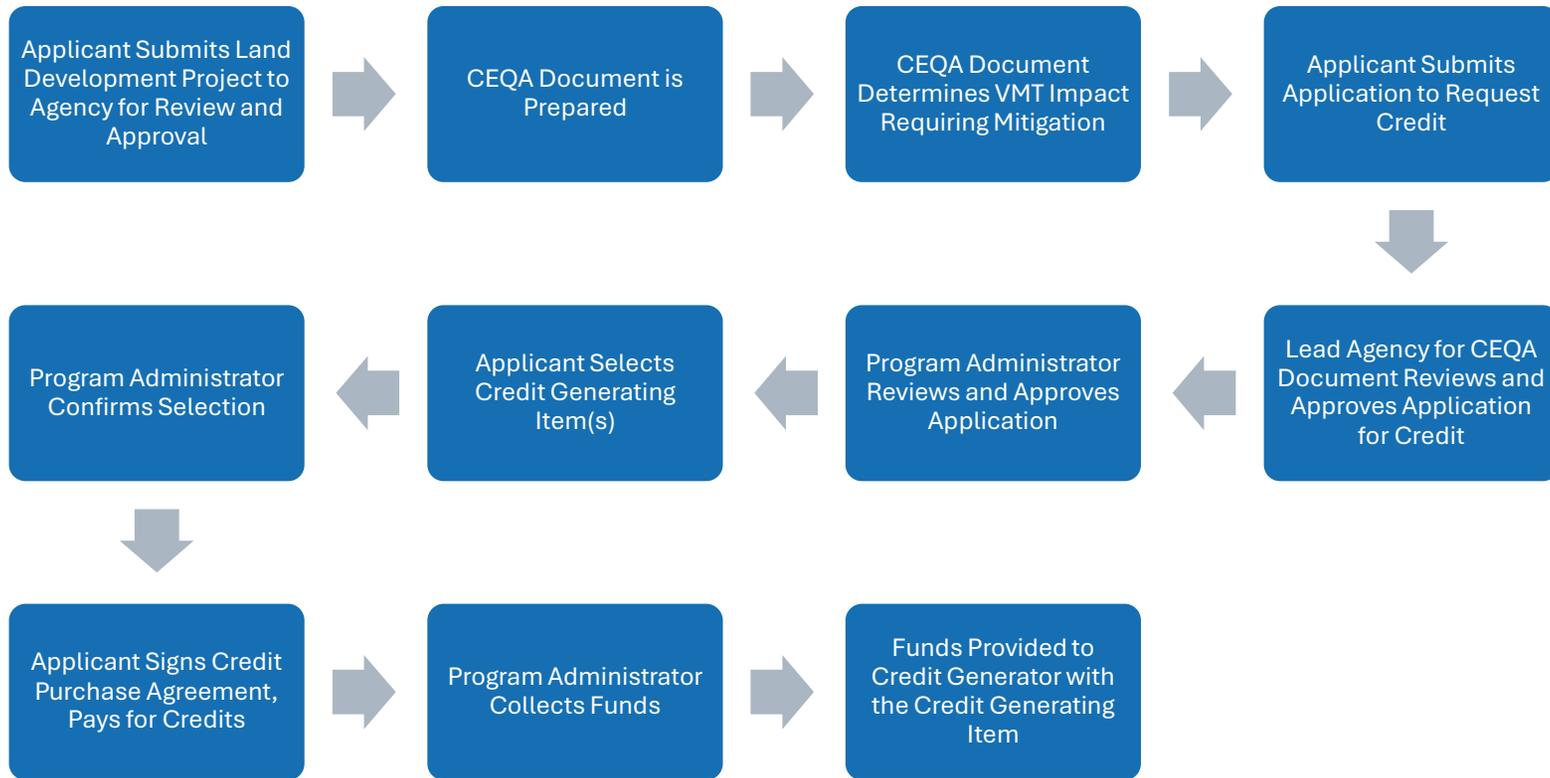
**7. Reporting**

The Program Administrator will prepare an Annual Report on the Program.



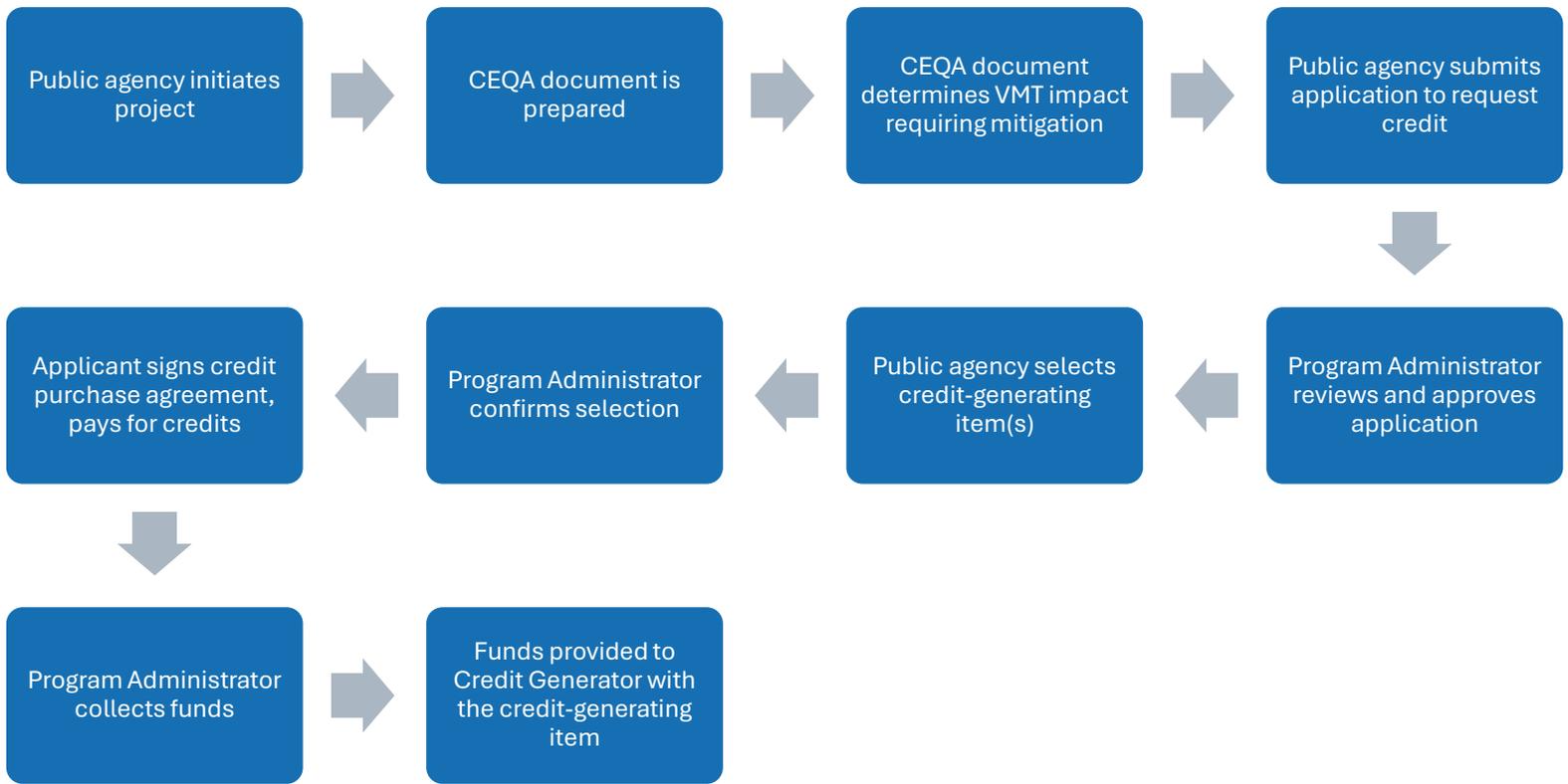
**WRCOG Voluntary VMT Mitigation Exchange Program**  
**Process for Submitting Credit-Generating Items**

Figure 3



**WRCOG Voluntary VMT Mitigation Exchange Program**  
**Process for Private Sector Requests for Credits**

Figure 4



**WRCOG Voluntary VMT Mitigation Exchange Program**  
**Process for Public Sector Request for Credits**

Figure 5

## 8. *Dispute Resolution Process and Appeals*

This section details the types of Program disputes that may arise, the procedures for resolving disputes, and the process for submitting an appeal when a dispute cannot be resolved.

### a. **Types of Disputes**

#### (i) Credit Generation Disputes

- (1) **Quantification of Credits:** This type of issue arises when there is a dispute regarding the amount of credits assigned to a credit-generating item.
- (2) **Denial of Potential Credit-Generating Items:** This type of dispute arises when a Credit Generator has submitted a credit-generating item that the Program Administrator has determined does not meet the requirements as outlined by this Program Manual.
- (3) **Noncompletion of Credit-Generating Item:** This type of dispute arises when a proposed credit-generating item remains uncompleted.
- (4) **Cost Issues:** This type of dispute arises when there is either an alleged overstatement or understatement of the cost to complete a credit-generating item.

#### (ii) Governance Disputes

- (1) **Credit Allocation:** This type of dispute arises when there is a dispute regarding the availability and assignment of credits in the Program. For instance, available credits are available on a first-come, first-served basis, which may create disputes if two Credit Users desire to utilize the same credit-generating item.

### b. **Procedures**

If a qualified person or entity has a Program dispute, they shall first attempt to resolve the dispute informally with Program staff. The staff of that public agency involved in the Program dispute may also participate in such discussions. If the Program dispute remains unresolved after a reasonable attempt to address it at the staff level, the qualified person or entity may submit a written appeal to the WRCOG Executive Director.

**c. Appeals**

(i) Standing to Appeal

No entity shall have standing to avail themselves of this section, except those entities who have opted into the Program as a Credit Generator, Implementing Agency, or a CEQA lead agency and have an unresolved, appealable issue or matter.

(ii) Appealable Issues and Matters

No issue or matter shall be heard or reviewed under this section unless the issue or matter is appealable and brought forth by an entity with standing to appeal. An issue or matter is appealable, if a qualified person or entity (Appellant) has a good-faith dispute directly related to the Program regarding the following disputes:

- Denial of potential credit-generating items (as defined above)
- Quantification of credits (as defined above)
- Credit allocation (as defined above)
- General governance disputes (as defined above)
- Administrative fee for credit-generating items purchased for Transportation Projects by the Implementing Agency (Riverside County Transportation Commission or any jurisdiction within the Western Riverside County subregion).

(iii) Appeal Process

(1) Exhaustion of Dispute Resolution Process

Before filing an appeal pursuant to this section, the Appellant must engage in the informal dispute resolution process, as outlined in Section III.D.9.b. of this Program Manual. If the Appellant does not engage in the dispute resolution process, the matter may not be presented for appeal.

(2) Executive Director Review

- (a) The Appellant shall state the basis of their appeal. Only matters raised in the appeal shall be subject to review. Any matter not raised in the appeal shall not be subject to consideration. The purpose of this limitation is to provide

adequate notice to all parties with respect to the issues on appeal and eliminate the necessity of rehearing matters not subject to challenge.

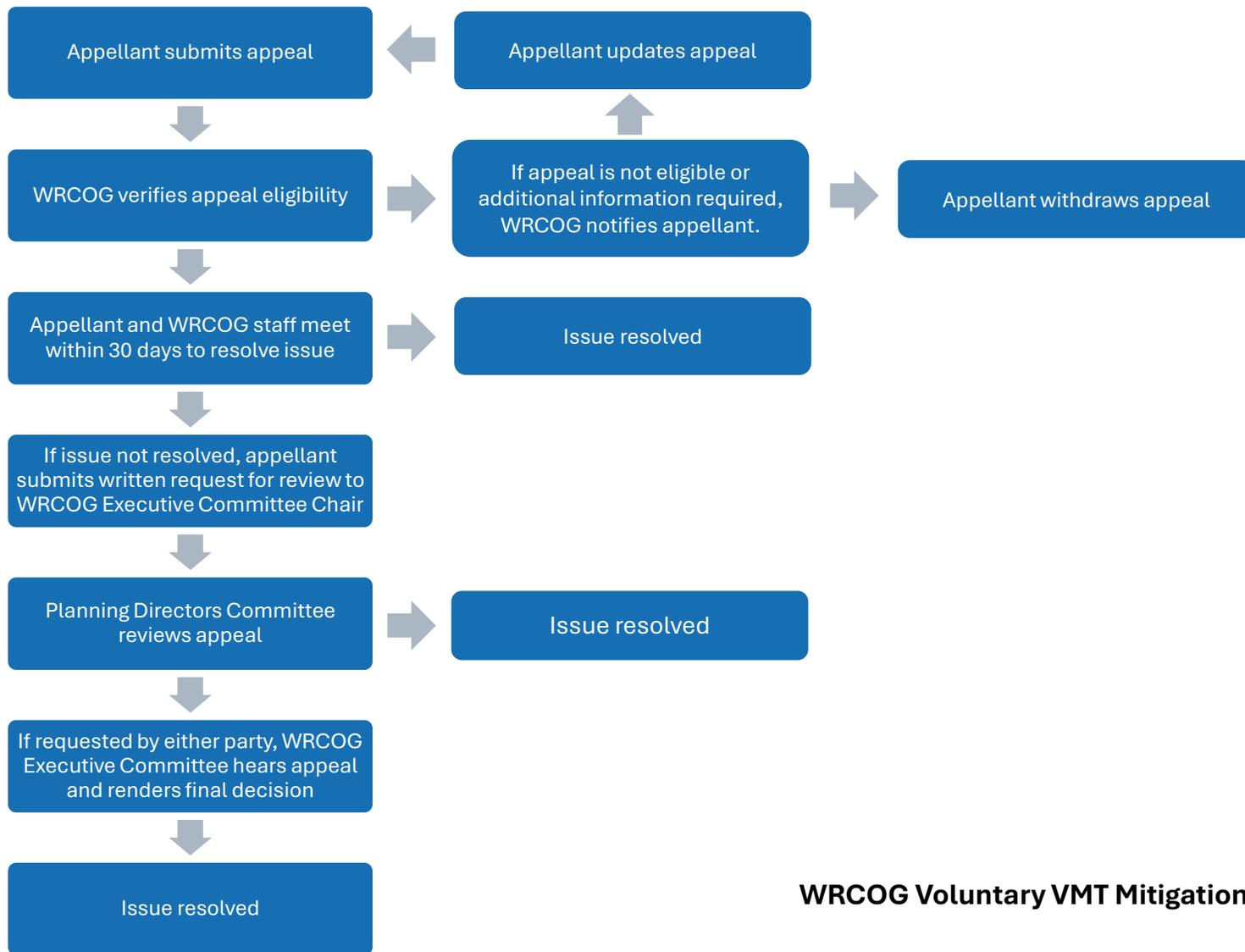
(b) The Appellant and the WRCOG Executive Director, or designee, will attempt to hold a meeting within 30 days of the WRCOG Executive Director's receipt of the appeal. The WRCOG Executive Director shall then attempt to render a written decision within 15 days of the meeting, unless otherwise notified.

(c) If the Appellant desires further review from the Program Administrator, the Appellant may submit a written request for review to the WRCOG Executive Committee chair within 90 days.

(3) Committee Review

After the written appeal is received by the WRCOG Executive Committee chair, the item shall be presented to the WRCOG Planning Directors Committee for review. At the request of either Program Administrator staff or the Appellant, the recommendation of the PDC shall be forwarded to the WRCOG Executive Committee for review and action. The Appellant shall receive written notice of the time and place of the hearing. The WRCOG Executive Committee shall review the report of the PDC regarding the appeal. At the time set for the hearing, the Appellant may request an opportunity to be heard and to present any relevant evidence supporting the appeal. After considering the evidence presented, the WRCOG Executive Committee shall render a decision that shall be final.

The appeals process is described in Exhibit 6.



**WRCOG Voluntary VMT Mitigation Exchange Program**  
**Appeals Process**

Figure 6

## **9. Liability Considerations**

### **a. Contractual Enforcement between Program Administrator and Credit Generator**

To participate in the Voluntary VMT Exchange Program, Credit Generators will be required to enter into a Participation Agreement with the Program Administrator. A template of the Participation Agreement template is included as Appendix A to this Program Manual. The Participation Agreement will address, among other items, the following:

- The rights and responsibilities of Credit Generators who submit credit-generating items.
- That credit-generating items meet the criteria outlined in this Program Manual.
- Notification to remove credit-generating items if other funding sources are attained.
- The requirement that credit-generating items can only be removed with approval of the Program Administrator.
- The exclusion of credit-generating items from being used in multiple mitigation programs or mitigation for another project requiring VMT mitigation
- A means of enforcement if issues arise with credit-generating items.

### **b. Contractual Enforcement between Program Administrator and Credit User**

- c.** To participate in the Program, Credit Users will be required to enter into a Purchase Agreement, separately, with only the Program Administrator when purchasing credits for a specific credit-generating item. A copy of the Purchase Agreement template is included in this Program Manual as Appendix B.

**10. Best Practices by Program Administrator for Pending VMT Credit-Generating Items if Development Project/Transportation Project is subject to CEQA Litigation for Extended Period of Time**

The Credit User for this Program assumes all risk. As is the case for any development or transportation project, there is always the possibility that protracted litigation could introduce a substantial delay in the timing between when a CEQA lead agency approves a development/transportation project and the time when the project is actually built.<sup>1</sup>

In the event of protracted litigation delays, collaboration between the Program Administrator and the CEQA lead agency for the project approvals should occur to confirm the status of litigation resolution. Until and unless the litigation is resolved, any mitigation imposed as part of the project approval would remain binding for the lead agency. Thus, absent a supplemental process by the CEQA lead agency to amend, delete, or replace the VMT credit-generating item that was imposed as binding mitigation, the VMT credit-generating item would be treated as “belonging” to the CEQA lead agency and would be unavailable for use by another agency.

In the event that litigation results in a rescission of the development/transportation project approvals, or in the event that the CEQA lead agency rescinds the project approvals for other reasons, the credits attained by the development/transportation project in question may be transferred to another Credit User per the provisions in III.D.7.a.

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<sup>1</sup> To be clear, the mere filing of CEQA litigation does not preclude a public agency or developer from proceeding with a project. Once the approvals are issued, those approvals are valid and can be exercised even in the face of litigation. However, proceeding in the face of litigation is done at the agency or applicant’s own risk. Thus, CEQA petitioners may choose to pursue court injunctions to affirmatively stop development from proceeding at any point during the litigation’s pendency. Similarly, an adverse ruling from a court on the merits of the case could result in the rescission of approvals or other relief that would cause any project activity to cease. Because of these risks and costs, sometimes proponent agencies and/or applicants choose not to proceed with construction of approved projects, until and unless the litigation is resolved in their favor.

### ***11. Administrative Costs.***

The Program Administrator is allowed to expend a maximum of 4 percent of funds generated for the exchange of credits from the Credit User to the Credit Generator for the credit-generating item. The maximum 4 percent of funds will be used solely to carry out the responsibilities to implement and administer the Program. Eligible expenses will include staff salaries, consultant expenses, legal fees, and agency overhead expenses needed to support the Program. Through the development of its Annual Budget, WRCOG will provide a regular update regarding program revenues and expenses.

### ***12. Relationship to Other VMT Mitigation Programs***

Agencies who elect to participate in the Voluntary VMT Mitigation Program can also elect to participate in other State, regional, and local VMT Mitigation Programs at their discretion. Additionally, participation in the Voluntary VMT Mitigation Program does not preclude a Credit Generator from operating their own program.

The only limitation related to the participation in multiple programs is that a Credit Generator may not submit the same Credit-generating item to multiple programs. Credit Generators will be asked to certify that any Credit-generating item submitted to the Voluntary VMT Mitigation Program has not been submitted to any other program.

## **E. Exchange Menu**

Credit-generating items will be presented in a menu that will include the VMT-reducing project(s) and/or program(s), the total cost to implement, and the quantified VMT reduction potential of each. The Program Administrator will compile the menu from submitted and accepted Credit-Generating Item Forms from the agencies that opt into the program. This menu will be provided to Credit Users.

### ***13. Non-Exhaustive List of Sample Non-Exclusive Mitigation Projects***

This table illustrates how credit-generating items might be listed in the Program for purchase by Credit Users.

<b>Sample Project</b>	<b>VMT Credit</b>	<b>Cost</b>
Purchase of transit passes	XX VMT reduced per day per transit pass purchased	XX per transit pass
Implement bicycle lane	XX VMT reduced per day once constructed	XX (capital cost)
Implement sidewalk	XX VMT reduced per day once constructed	XX (capital cost)

**14. Outreach Process to Solicit Mitigation Projects**

On a regular basis, the Program Administrator will solicit projects from Credit Generators to serve as credit-generating items. The Program Administrator will determine which category in Section III.B the item will fall into. Once approved, the Credit-Generating Item will be added to the Exchange Menu.

**15. Ongoing Review of Mitigation Projects**

To ensure credit-generating items are still active and eligible for generating credit, the VMT Program Administrator will periodically review the projects included in the Exchange Menu and may request updates from Credit Generators.

As part of this review, the Program Administrator shall request updated cost estimates for any credit-generating item from the Credit Generators on at least an annual basis. Credit generators may also provide updated cost information to the Program Administrator for the specific credit-generating item more frequently at their discretion.

**F. Participants**

The following agencies make up an initial list of Credit Generators eligible to opt in to the Program. Once a Credit Generator has opted in, they are eligible to opt out at any time, provided they follow the protocol set forth in this Program Manual.

- Riverside Transit Agency (RTA)
- Riverside County Transportation Commission (RCTC)
- Western Riverside County Regional Conservation Authority (RCA)
- County of Riverside
- City of Banning
- City of Beaumont
- City of Calimesa
- City of Canyon Lake
- City of Corona

- 
- City of Eastvale
  - City of Hemet
  - City of Jurupa Valley
  - City of Lake Elsinore
  - City of Menifee
  - City of Moreno Valley
  - City of Murrieta
  - City of Norco
  - City of Perris
  - City of Riverside
  - City of San Jacinto
  - City of Temecula
  - City of Wildomar

#### **IV. QUALIFICATION CRITERIA FOR CREDIT-GENERATING ITEMS**

Following are the criteria for approval of credit-generating items:

1. The Credit Generator has a Participation Agreement on file with the Program Administrator;
2. The proposed credit-generating item has provided a cost estimate to construct or implement the credit-generating item and enough clear, consistent, and transparent information to quantify VMT reduction potential. Information needed to quantify VMT reduction potential will vary by credit-generating item. The quantification of VMT credits generated on the proposed credit-generating item will be calculated by a technical expert provided by the Program Administrator. Refer to Appendix C for details on what information is required.

#### **V. QUANTIFICATION OF CREDIT-GENERATING ITEMS**

##### **A. General Principles for Credit Quantification**

Quantification of potential VMT reduction of credit-generating items should be based on the best available data and resources. Quantification should be clearly and consistently documented with all sources cited.

Credit-generating items with quantified VMT reduction in the latest version of the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (GHG Handbook) (CAPCOA 2024) would be utilized as the basis for the quantification of many of the anticipated credit-generating items. This would include mitigation projects, such as constructing a bike lane or introducing a new transit line. In the future, if a more robust or up-to-date technical resource is available and accepted as the industry standard for VMT reduction quantification, this should be referenced for credit quantification.

More innovative or programmatic strategies that are not quantified in the GHG Handbook would require a customized approach based on the credit-generating item. Customized calculations using alternative data sources, like the Riverside County Transportation Model (RIVCOM), or tracking/surveying participants would be used to

determine how much VMT would be reduced. Innovative or programmatic strategies subject to customized calculations would include mitigation projects or programs, such as The Nature Conservancy partnerships or a land exchange.

All quantification will be prepared and reviewed by a qualified technical expert with relevant experience through the Program Administrator.

## **B. Standardized Calculation Methods**

Each credit-generating item may utilize a different methodology depending on whether the GHG Handbook is the appropriate resource or if a customized approach is required. A quantification form(s) to quantify the number of credits an item generated will be provided with the intent for calculations to be standardized.

## **VI. APPENDICES**

### **APPENDIX A.**

Template agreement to participate in the Program, for Credit Generators to provide credit-generating items to the Program, and for the Program Administrator to administer the Program.).

### **APPENDIX B.**

Template agreement between a Credit User and the Program Administrator to purchase credits for a specific project/program.

### **APPENDIX C.**

Calculation worksheets for submission of a credit-generating item.

## Appendix A

# Template Credit Generator Participation Agreement

**VOLUNTARY VMT EXCHANGE PROGRAM**  
**PARTICIPATION AGREEMENT**

This Participation Agreement (“Agreement”) is made as of \_\_\_\_\_, 2025 (“Effective Date”), by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and **\*\*\*INSERT NAME\*\*\***, **\*\*\*INSERT TYPE OF ENTITY\*\*\*** (“Participant”). WRCOG and Participant are sometimes individually referred to as “Party” and collectively as “Parties”.

**RECITALS**

A. Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with the California Environmental Quality Act (“CEQA”) and disclose potential impacts to the environment.

B. The CEQA process may involve the imposition of “mitigation measures” which help to reduce a project’s potentially significant impacts.

C. The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 (“SB 743”) was adopted in 2013. SB 743 and its implementing regulations require that transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many Vehicle Miles Traveled (“VMT”) a project generates.

D. Transportation demand management strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes offering similar travel times and convenience.

E. However, these strategies are less effective in low-density suburban and rural areas, such as Western Riverside County. As a result, Western Riverside County needs a coordinated regional approach.

F. To address these needs, WRCOG has established a Voluntary VMT Exchange Program (the “Program”) that allows Credit Users to agree to fund a predetermined VMT-reducing project submitted by a Credit Generator.

G. Participant desires to participate in the Program as a Credit Generator.

H. The purpose of this Agreement is to outline the terms and conditions of the Participant’s voluntary participation in the Program.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**AGREEMENT**

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Definitions.

(a) “Credit” shall mean a VMT reduction credit.

(b) “Credit Generator” shall mean an entity that implements some action which produces a Credit. For the purposes of this Agreement, Participant is a Credit Generator.

(c) “Credit Generating Item” shall mean a specific project or action which has produced or may produce a Credit.

(d) “Credit User” shall mean a land development or transportation project administrator that needs a Credit for the purpose of CEQA mitigation.

(e) “Program Manual” shall mean the Western Riverside Council of Governments Voluntary VMT Exchange Program Implementation Manual as may be amended from time to time.

3. Term and Termination

(a) Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 3(b) of this Agreement.

(b) Termination.

(i) Termination for Convenience. Either Party may terminate this Agreement upon three (3) months written notice, except that this Agreement shall remain in effect as to any Credit-Generating Item for which Credit Purchase Agreement has been executed but not completed. However, in the event that there are any Credit-Generating Items submitted by Participant that remain which are subject to a Credit Purchase Agreement, Participant may only terminate this Agreement upon the completion of such Credit-Generating Items.

(ii) Termination for Breach. WRCOG reserves the right to terminate this Agreement in the event of Participant’s violation of this Agreement and non-compliance with the Program Manual. Upon receipt of written notice from WRCOG regarding the violation, Participant shall have thirty (30) days to correct the violation. Failure to cure the violation within the thirty (30) day period shall result in the termination of this Agreement.

4. Participant Responsibilities.

(a) Submission of Credit-Generating Items. Upon execution of this Agreement, Participant can then submit Credit-Generating Items for use in the Program by utilizing a Credit-Generating Item Form as further described in the Program Manual. Credit-Generating Items are subject to approval by WRCOG as the Program Administrator pursuant to the process as outlined in the Program Manual. .

(i) Qualification and Accuracy of Information. Participant agrees that any Credit-Generating Items that are submitted to the Program shall provide the necessary information as provided in the Program Manual Section III.D.4. In addition, Participant is solely

responsible for providing accurate information regarding their Credit-Generating Items submitted. Inaccurate information may result in removal of the Credit-Generating Item from the Program.

(ii) Credit User Agreement. Upon the selection of a Credit-Generating Item submitted by Participant by a Credit User, the WRCOG shall enter into a Credit Purchase Agreement with the Credit User. The Credit Purchase Agreement shall substantially be in the form as presented in the Program Manual.

(iii) Avoidance of Duplicate Mitigation. Participant agrees to that any submitted Credit-Generating Items submitted to WRCOG shall not be used to satisfy multiple instances of mitigation. This includes, but is not limited to, placing Credit-Generating-Items on multiple exchanges at once.

(iv) Disputes. In the event of any disputes regarding a Credit-Generating Item occur under this Agreement, Participant agrees to follow the dispute procedures as outlined in Program Manual.

(v) Removal of Credit-Generating Items. Participant understands and agrees that Credit-Generating Items placed into the Program shall remain in the Program unless otherwise approved in writing by WRCOG.

(vi) Credit Generating Item Completion. To the extent practicable, Participant shall ensure that the Credit-Generating Item is carried out or completed once it has been assigned to a Credit User and Participant has received payment for the Credits. Participant shall take all steps reasonably necessary to ensure that the Credit-Generating Item is carried out or completed. Upon completion of the Credit-Generating Item, Participant shall provide WRCOG with a completion form.

(b) Laws and Regulations. Participant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of its obligations under this Agreement. In addition, Participant comply with the Program Manual, as may be amended from time to time.

## 5. WRCOG Responsibilities.

(a) Program Administration. WRCOG agrees to administer the Program in accordance with the Program Manual, as may be amended from time to time.

(b) Allocation of Funds. WRCOG shall collect and allocate funds from Credit Users when Participant's Credit Generating Item is selected.

(c) Credit Transfer. Following the execution of the Credit Purchase Agreement by WRCOG and the Credit User, WRCOG will transfer the credits from the program to the Credit User for their use.

(d) Technical Assistance. WRCOG agrees to provide technical assistance to quantify the potential amount of credits a Credit Generating Item produces, ensure compliance

with Program Manual, and take appropriate measures to address any discrepancies or concerns with the submission of Credit Generating Items.

(e) Transparency. WRCOG agrees to maintain transparency in all Program-related matters, including calculation methodologies, maintenance of the exchange list, and distribution of credit-generating items, ensuring fair and equitable treatment of all participants.

6. Indemnity.

(a) To the fullest extent permitted by law, Participant shall defend, at Participant's sole cost and expense, indemnify, protect, and hold harmless WRCOG, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Participant's employees included), for damage to property, including property owned by WRCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the acts, omissions or willful misconduct of Participant, its officers, directors, employees or agents in connection with or arising out of the construction and/or operation of any Credit-Generating Items submitted to the Program by Participant as well as performance of Participant's obligations under this Agreement. Such indemnity shall include any actions brought under the California Environmental Quality Act, the National Environmental Policy Act or other related action related to a Credit-Generating Item.

(b) To the fullest extent permitted by law, WRCOG shall defend, at WRCOG's sole cost and expense, indemnify, protect, and hold harmless Participant, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (WRCOG's employees included), for damage to property, including property owned by Participant, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of WRCOG, its officers, directors, employees or agents in connection with or arising out of the administration of the Program and the performance of its obligations under this Agreement.

(c) The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

7. Insurance. During the term of this Agreement and for one (1) year thereafter, Participant shall maintain Commercial General Liability. The Commercial General Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Participant's obligations under this Agreement and the actions of its employees, agents and subcontractors. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A-VII.

Upon execution of this Agreement, Participant shall provide a Certificate of Insurance evidencing the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of Participant under this Agreement.

8. Miscellaneous Terms.

(a) Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Participant and WRCOG.

(b) Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

**WRCOG:**

Western Riverside Council of Governments  
3390 University Avenue, Suite #200  
Riverside, CA 92501  
Attn: Executive Director

**PARTICIPANT:**

\*\*\*INSERT NAME, ADDRESS &  
CONTACT PERSON\*\*\*

(c) Entire Agreement. This Agreement represents the entire understanding of WRCOG and Participant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

(d) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Participant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of WRCOG. Any attempted assignment without such consent shall be invalid and void.

(f) Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The

waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

(g) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Riverside.

(i) Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

(j) Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

(l) Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

(m) Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR VOLUNTARY VMT EXCHANGE PROGRAM  
PARTICIPATION AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**WRCOG**

**PARTICIPANT**

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS** **\*\*\*INSERT NAME\*\*\***

APPROVED BY:

APPROVED BY:

\_\_\_\_\_  
Dr. Kurt Wilson  
Executive Director

\_\_\_\_\_  
**\*\*\*INSERT NAME\*\*\***  
**\*\*\*INSERT POSITION\*\*\***

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

[INSERT NAME HERE]  
General Counsel

## Appendix B

### Template Credit User Agreement

**CREDIT PURCHASE AGREEMENT FROM THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
VOLUNTARY VMT EXCHANGE PROGRAM**

This Credit Purchase Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”) by and between the Western Riverside Council of Governments, a California public agency (“WRCOG” or the “Program Administrator”) and [\*\*\*INSERT NAME\*\*\*], [\*\*\*INSERT TYPE OF ENTITY\*\*\*] (“Credit User”). WRCOG and Credit User are sometimes individually referred to as “Party” and collectively as “Parties”.

**RECITALS**

A. WRCOG established a Voluntary VMT Exchange Program (the “Program”) that allows Credit Users to agree to fund, implement, or acquire a predetermined VMT reducing projects submitted by a Credit Generator (“Credits”).

B. Credit User is a land development/transportation project administrator that is currently overseeing a project in need of mitigation measures under the California Environmental Quality Act (“CEQA”).

C. Credit User is seeking to purchase Credits from the Program for CEQA mitigation purposes.

D. The purpose of this Agreement is to outline the terms and conditions of Credit User’s purchase of Credits from the Program.

**AGREEMENT**

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Definitions.

(a) “Credit” shall mean a VMT reduction credit.

(b) “Credit Generator” shall mean an entity that implements some action which produces a Credit.

(c) “Credit Generating Item” shall mean a specific project or action which has produced or may produce a Credit.

(d) “Credit User” shall mean a land development or transportation project administrator that needs a Credit for the purpose of CEQA mitigation.

(e) “Program Manual” shall mean the Western Riverside Council of Governments Voluntary VMT Exchange Program Implementation Manual as may be amended from time to time.

3. Term. This Agreement shall commence on the Effective Date and continue until all obligations have been fulfilled, unless terminated earlier as provided herein.

(a) Termination for Breach. Either Party may terminate this Agreement in the event of the other Party's violation of this Agreement. Upon receipt of written notice regarding the violation, the non-breaching Party shall have thirty (30) days to correct the violation. Failure to cure the violation within the thirty (30) day period shall result in the termination of this Agreement. Upon termination, all remaining obligations of the Parties under this Agreement will cease, except that any outstanding payment obligations by Credit User will remain in effect.

4. Purchase and Sale of Credits.

(a) Purchase Amount. Credit User agrees to purchase [\*\*\*INSERT NUMBER OF CREDITS\*\*\*] Credits from the Program at a rate of [\*\*\*INSERT PRICE\*\*\*] per Credit, totaling [\*\*\*INSERT OVERALL AMOUNT\*\*\*].

(b) Payment Terms. Credit User shall remit the full payment amount as outlined in Section 4(a) to WRCOG within [\*\*\*INSERT NUMBER\*\*\*] of days following the execution of this Agreement. Credit User understands and agrees that the full payment amount is nonrefundable upon WRCOG's receipt of the full payment amount.

(c) Transfer of Credits. Upon receipt of full payment from Credit User, WRCOG shall allocate the payment to the Credit Generator responsible for the Credit-Generating Item. In addition, WRCOG shall allocate and record the Credits in the Credit User's account in the Program. Credit User shall receive a certificate of credit allocation or other verification acceptable under the Program Manual.

5. Use of Credits.

(a) Compliance Purpose. Credit User agrees that the purchased Credits will be used solely for the purpose of satisfying the VMT impact mitigation requirements associated with Credit User's project.

(b) Non-Transferability. The purchased Credits are non-transferable to any other project or party without the prior written approval of WRCOG, unless such transferability is explicitly allowed under the Program Manual.

6. Indemnification and Warranties.

(a) Indemnification. To the fullest extent permitted by law, Credit User shall defend, at Credit User's sole cost and expense, indemnify, protect, and hold harmless WRCOG, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Credit User's employees included), for damage to property, including property owned by WRCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the acts, omissions or willful misconduct of Credit User, its

officers, directors, employees or agents in connection with or arising out of the use of Credits by Credit User as well as performance of Credit User's obligations under this Agreement. Such indemnity shall include any actions brought under the California Environmental Quality Act, the National Environmental Policy Act or other related action related to a Credit-Generating Item.

(b) WRCOG Warranties. WRCOG represents and warrants the following: (1) WRCOG has full legal authority, power, and right to establish, manage, and operate the Program, including the issuance, allocation, and sale of Credits, in accordance with applicable laws, regulations, and guidelines; (2) WRCOG has complied, and will continue to comply, with all applicable laws, regulations, and standards in administering the Program and issuing Credits; (3) WRCOG has provided and will provide accurate, complete, and current information regarding the Credits, including their calculation and availability; (4) WRCOG will cooperate with the Credit User in providing documentation, certifications, or other records necessary to demonstrate compliance with applicable laws concerning VMT mitigation; and (5) the Credits issued to the Credit User will be free of any liens, encumbrances, or claims by third parties and will not be subject to any prior or conflicting allocation or sale. Except as expressly stated herein, WRCOG makes no other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, except as required by law.

7. Miscellaneous Terms.

(a) Entire Agreement. This Agreement represents the entire understanding of WRCOG and Credit User as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

(b) Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

**WRCOG:**

Western Riverside Council of Governments  
3390 University Avenue, Suite #200  
Riverside, CA 92501  
Attn: Executive Director

**CREDIT USER:**

**\*\*\*INSERT NAME, ADDRESS &  
CONTACT PERSON\*\*\*]**

(c) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions

hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Credit User shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of WRCOG. Any attempted assignment without such consent shall be invalid and void.

(e) Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

(f) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(g) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Riverside.

(h) Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

(i) Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

(k) Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

(l) Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO  
CREDIT PURCHASE AGREEMENT FROM THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
VOLUNTARY VMT EXCHANGE PROGRAM**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**WRCOG**

**CREDIT USER**

**WESTERN RIVERSIDE COUNCIL OF  
GOVERNMENTS**

**\*\*\*INSERT NAME\*\*\***

APPROVED BY:

APPROVED BY:

\_\_\_\_\_  
Dr. Kurt Wilson  
Executive Director

\_\_\_\_\_  
**\*\*\*INSERT NAME\*\*\***  
**\*\*\*INSERT POSITION\*\*\***

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

## Appendix C

### VMT Calculation Worksheet

## Request for Inclusion in the Regional Program: Credit-Generating Items Input

### Measure 1: Install a New Bike Lane

#### Instructions:

Participants interested in submitting an application for a Credit-Generating item for inclusion in the regional mitigation program must provide all "inputs" on this form. Credit-Generating items must also meet all requirements for inclusion in the program as outlined in the Program Manual, and the user is responsible for verifying that all requirements apply.

#### Requirements:

- Connects to larger existing bikeway network
- Not currently under construction or funded through other sources<sup>1</sup>
- Meets one of these facility classifications:

	Facility Class	Description	For WRCOG Calculation Use Only
<input type="checkbox"/>	Class I	Physically separated from motor vehicle traffic	E
<input type="checkbox"/>	Class II	Striped bicycle lanes that provide exclusive use to bicycles on a roadway	E
<input type="checkbox"/>	Class IV	Protected on street bikeways or cycle tracks	E
<input type="checkbox"/>	Conversion from Class II to IV		E

#### Inputs:

Input	Units	Description	For WRCOG Calculation Use Only
		Brief description of project location and features.	
		Daily vehicle trip count on roadway where bike facility is to be installed	C.1
	Miles	One-way facility length, do NOT include the length of crosswalks	C.1
		Total population of city where bike facility is to be installed	C.1
	Y/N	Is there a university in the area where facility is to be installed AND population is < 250,000	C.2
		Within a ½ mile radius from the proposed facility, how many key destinations are there. Reference figure X  Key destinations include banks, post offices, grocery stores, medical centers, pharmacies, office parks, places of	D

Request for Inclusion in the Regional Program: Credit-Generating Items Input

		<p>worship, public libraries, schools, universities, colleges, and light rail stations (park &amp;ride)</p> 	
	\$	Estimated cost to construct	

**Notes**

1. Credit-Generating Items that would be classified as off-street paths or trails must submit a form for Measure 1 Install a new bike lane and Measure 2 Provide Pedestrian Network Improvement.
2. Credit-Generating items that are partially funded through other sources must disclose this and provide the source and amount of funding in the brief description of the item on the inputs section of this form.
3. Please provide as much detail as available, if needed or applicable provide attachments that support the inputs on this form such as maps, initial cost estimates, etc.

## Install a New Bike Lane

### Assumptions:

- 337 annual days of use of new facility
- 2.2 mile of existing regional average one-way bicycle trip length
- 11.7 mile of existing regional average one-way vehicle trip length
- 365 days per year

Table 1 – Growth Factor Adjustment

Facility Class	Description	Growth Factor Adjustment
Class I	Physically separated from motor vehicle traffic	1.54
Class II	Striped bicycle lanes that provide exclusive use to bicycles on a roadway	1.0
Class IV	Protected on street bikeways or cycle tracks	1.54
Conversion from Class II to IV		0.54

Table 2 -Active Transportation Adjustment Factor

ADT	Facility Length	Adjustment Factor
1 – 12,000	<= 1	0.0019
	1.02 to 2	0.0029
	>2	0.0038
12,001 to 24,000	<= 1	0.0014
	1.02 to 2	0.0020
	>2	0.0027
24,001 to 30,000	<= 1	0.0010
	1.02 to 2	0.0014
	>2	0.0019

Table 3 – Adjustment Factor for a University Town with Population <250,000

ADT	Facility Length	Adjustment Factor
1 – 12,000	<= 1	0.0104
	1.02 to 2	0.0155
	>2	0.0207

Source:

1. California Air Resources Board (CARB). 2020. *Quantification methodology for the Strategic Growth council's Affordable Housing and Sustainable Communities Program*. September.
2. Federal Highway Administration (FHWA). 2017. *National household Travel Survey-2017 Table Designer*
3. National Oceanic and Atmospheric Administration (NOAA). 2021. *Global Historical Climatology Network-Daily (GHCN-Daily), Version 3*. 2015-2019 Average of Days Per Year with Precipitation >0.1 inches.

## Calculation Sheet

12,001 to 24,000	<= 1	0.0073
	1.02 to 2	0.0109
	>2	0.0145
24,001 to 30,000	<= 1	0.0052
	1.02 to 2	0.0078
	>2	0.0104

Table 4

Number of Key Destinations	Credit within ½ mile of Facility
0 - 2	0.0000
3	0.0005
4 - 6	0.0010
>=7	0.0015

## Percent of Plan/Community VMT

This input should be calculated using the methodology below

Daily vehicle trip count on roadway where bike facility is to be installed X One-way facility length

Boundary VMT from the most recent version of RIVCOM for the appropriate jurisdictional boundary (i.e. if the bike lane will be installed in City X, the boundary VMT for City X should be extracted from RIVCOM)

Source:

1. California Air Resources Board (CARB). 2020. *Quantification methodology for the Strategic Growth council's Affordable Housing and Sustainable Communities Program*. September.
2. Federal Highway Administration (FHWA). 2017. *National household Travel Survey-2017 Table Designer*
3. National Oceanic and Atmospheric Administration (NOAA). 2021. *Global Historical Climatology Network-Daily (GHCN-Daily), Version 3*. 2015-2019 Average of Days Per Year with Precipitation >0.1 inches.

**CALCULATION**

Input B:  
 \_\_\_\_ % Percent of Plan/Community VMT (a negative %, refer to calculation

Input C:  
 \_\_\_\_ Active Transportation Adjustment Factor (refer to table 2 or table 3)

Input D:  
 \_\_\_\_ Credits for key destinations near project (refer to table 4)

Input E:  
 \_\_\_\_ Growth Adjustment Factor (refer to table 1)

1)

$$\frac{\boxed{337 \text{ annual days of use of new facility}}}{\boxed{365 \text{ days per year}}} \times \left( \boxed{\text{Input C}} + \boxed{\text{Input D}} \right) \times \boxed{\text{Input E}} \times \boxed{2.2 \text{ miles per trip of existing regional average one-way bike}} = \boxed{\text{Output A}}$$

2)  $\boxed{\text{Output A}} / \boxed{11.7 \text{ miles per trip of existing average one-way vehicle trip}} = \boxed{\text{Output B}}$

3)  $\boxed{\text{Output B}} \times \boxed{\text{Input E}} = \boxed{\% \text{ Reduction}}$

Source:

1. California Air Resources Board (CARB). 2020. *Quantification methodology for the Strategic Growth council's Affordable Housing and Sustainable Communities Program*. September.
2. Federal Highway Administration (FHWA). 2017. *National household Travel Survey-2017 Table Designer*
3. National Oceanic and Atmospheric Administration (NOAA). 2021. *Global Historical Climatology Network-Daily (GHCN-Daily), Version 3. 2015-2019 Average of Days Per Year with Precipitation >0.1 inches*.

## Request for Inclusion in the Regional Program: Credit-Generating Items Input

### Measure 2: Provide Pedestrian Network Improvement

#### Instructions:

Participants interested in submitting an application for a Credit-Generating item for inclusion in the regional mitigation program must provide all "inputs" on this form. Credit-Generating items must also meet all requirements for inclusion in the program as outlined in the Program Manual, and the user is responsible for verifying that all requirements apply.

#### Requirements:

Sidewalk coverage expansion, including building new sidewalks or improving degraded or substandard sidewalk<sup>1</sup>

Not currently under construction or funded through other sources<sup>2</sup>

#### Inputs

Input	Units	Description	For WRCOG Calculation Use Only
	N/A	Brief description of project location and features. Example: Installing new sidewalk on both sides of Example Road between Sample Ave and Template St with new crosswalks and curb ramps at both intersections.	
	Miles	Total length (miles) of sidewalks already built within the project site area. Length is measured on both sides of the street.	B
	Miles	Proposed sidewalk length (miles) in project site area. Length is measured on both sides of the street	C
	\$	Estimated cost to construct improvements	

#### Notes

1. Credit-Generating Items that would be classified as off-street paths or trails must submit a form for Measure 1 Install a new bike lane and Measure 2 Provide Pedestrian Network Improvement.
2. Credit-Generating items that are partially funded through other sources must disclose this and provide the source and amount of funding in the brief description of the item on the inputs section of this form.
3. Please provide as much detail as available, if needed or applicable provide attachments that support the inputs on this form such as maps, initial cost estimates, etc.

## Provide Pedestrian Network Improvement

### Assumptions:

- -0.05 elasticity of VMT with respect to the ratio of sidewalks-to-streets (source: Frank et al. 2011, Handy et al. 2014)

### CALCULATION

Input B:

\_\_\_ Miles of existing sidewalk length in study area. Study area a

Input C:

\_\_\_ Miles of sidewalk length in study area with measure

$$\left( \frac{\text{Input C}}{\text{Input B}} - 1 \right) \times \left[ -0.05 \text{ Elasticity of VMT with respect to the ratio of sidewalks-to-streets} \right] = \text{\% Reduction}$$

Source:

1. Frank, L. M. Greenwald, S. Kavage, and A. Devlin. 2011. *An Assessment of Urban Form and Pedestrian and Transit Improvements as an Integrated GHG Reduction Strategy*. WSDOT Research Report WA-RD 765.1, Washington State Department of Transportation. April.

## Request for Inclusion in the Regional Program: Credit-Generating Items Input

### Measure 3: Increase Transit Service Frequency

#### Instructions:

Participants interested in submitting an application for a Credit-Generating item for inclusion in the regional mitigation program must provide all "inputs" on this form. Credit-Generating items must also meet all requirements for inclusion in the program as outlined in the Program Manual, and the user is responsible for verifying that all requirements apply.

#### Requirements:

- Proposed plan will increase transit frequency on one or more transit lines
- Not currently under construction or funded through other sources<sup>1</sup>

#### Inputs

Input	Units	Description	For WRCOG Calculation Use Only
	N/A	Brief description of project location and features. Example: Increase example transit service frequency on Route XX from 60 minute headways to 45 minute headways.	
	%	Change in transit frequency. Frequency is measured as the number of arrivals over a given time (e.g., buses per hour). Frequency is the inverse of transit headway, defined as the time between transit vehicle arrivals on a given route. This can be calculated as transit frequency with measure minus existing transit frequency divided by existing transit frequency.	B
	%	Number of transit routes receiving the frequency improvement as a fraction of the total transit routes in the plan/community	C
	\$	Estimated annual cost to implement	

#### Notes

1. Credit-Generating items that are partially funded through other sources must disclose this and provide the source and amount of funding in the brief description of the item on the inputs section of this form.
2. Please provide as much detail as available, if needed or applicable provide attachments that support the inputs on this form such as maps, initial cost estimates, etc.

## Increase Transit Service Frequency

### Assumptions:

- 0.5 Elasticity of transit ridership with respect to frequency of service
- 1.37% average transit mode share of all trips in Riverside-San Bernardino-Ontario area
- 96.88% average transit mode share of all trips in Riverside-San Bernardino-Ontario area
- 57.8 statewide mode shift factor adjustment to reflect the reduction in vehicle trips associated with a reduction in person trips

### CALCULATION

Input B:  
 \_\_\_\_ % Percent of increase in transit frequency

Input C:  
 \_\_\_\_ % Level of implementation

1)

$$\boxed{\text{Input B}} \times \boxed{\begin{array}{c} 1.37\% \\ \text{average} \\ \text{transit mode} \\ \text{share for} \\ \text{Riverside-} \\ \text{San} \\ \text{Bernardino-} \\ \text{Ontario area} \end{array}} \times \boxed{\begin{array}{c} 0.5 \text{ elasticity} \\ \text{of transit} \\ \text{ridership with} \\ \text{respect to} \\ \text{frequency of} \\ \text{service} \end{array}} \times \boxed{\begin{array}{c} 96.88\% \\ \text{vehicle} \\ \text{mode share} \\ \text{in plan/} \\ \text{Community} \end{array}} = \boxed{\text{Output A}}$$

2)

$$\frac{\boxed{\text{Output A}}}{\boxed{\begin{array}{c} 96.88\% \text{ vehicle} \\ \text{mode share in} \\ \text{plan/community} \end{array}}} = \boxed{\text{Output B}}$$

3) (-)

$$\boxed{\text{Input C}} \times \boxed{\text{Output B}} = \boxed{\% \text{ Reduction}}$$

Source:

1. Federal highway Administration (FHWA). 2017a. *National household Travel Survey-2017 Table Designer*. Travel Day PMT by TRPTRANS by HH\_CBSA.
2. Federal highway Administration (FHWA). 2017b. *National Household Travel Survey-2017 Table Designer*. Average Vehicle occupancy by HHSTFIPS.
3. Handy, S. K. Lovejoy, M. Boarnet, S. Spears. 2013. *Impacts of Transit service Strategies on Passenger Vehicle use and Greenhouse gas Emissions*. October.

## Request for Inclusion in the Regional Program: Credit-Generating Items Input

### Measure 4: Extend Transit Network Coverage or Hours

#### Instructions:

Participants interested in submitting an application for a Credit-Generating item for inclusion in the regional mitigation program must provide all "inputs" on this form. Credit-Generating items must also meet all requirements for inclusion in the program as outlined in the Program Manual, and the user is responsible for verifying that all requirements apply.

#### Requirements:

Frequency of existing bus line increases OR extending existing bus line to cover new areas and times.

Not currently under construction or funded through other sources<sup>1</sup>

#### Inputs

Input	Units	Description	For WRCOG Calculation Use Only
	N/A	Brief description of project location and features. Example: Expand example local transit network by adding existing transit services near example project site to better serve example community.	
	Miles or Hours	Miles or service hours present in the community without the expansion of service	B
	Miles or Hours	Miles or service hours present in the community with the expansion of service	C
	\$	Estimated annual cost to implement	

#### Notes

1. Credit-Generating items that are partially funded through other sources must disclose this and provide the source and amount of funding in the brief description of the item on the inputs section of this form.
2. Please provide as much detail as available, if needed or applicable provide attachments that support the inputs on this form such as maps, initial cost estimates, etc.

## Extend Transit network Coverage or Hours

### Assumptions:

- 0.7 Elasticity of transit demand with respect to service miles or service hours
- 57.8% statewide mode shift factor adjustment to reflect the reduction in vehicle trips associated with a reduction in persons trips, since some vehicles carry more than one person
- 1.37% average transit mode share of all trips by California, Riverside-San Bernardino-Ontario area (source: San Diego Association of Governments (SANDAG), 2019, mobility management VMT reduction calculator tool)

### CALCULATION

Input B:  
 \_\_\_\_ Miles of total transit service or service hours in plan/community **before**

Input C:  
 \_\_\_\_ Miles of total transit service or service hours in plan/community **after**

$$1) \frac{\text{Input C} - \text{Input B}}{\text{Input B}} = \text{Output A}$$

$$2) \begin{matrix} \boxed{1.37\% \text{ average transit mode share for Riverside-San Bernardino-Ontario area}} \\ \times \\ \boxed{0.7 \text{ elasticity of transit demand with respect to service miles/hours}} \\ \times \\ \boxed{57.8\% \text{ statewide mode shift factor}} \\ \times \\ \boxed{1 \text{ ratio of vehicle trip reduction to VMT}} \end{matrix} = \text{Output B}$$

$$3) -1 \times \text{Output A} \times \text{Output B} = \% \text{ Reduction}$$

Source:

1. Handy, S., K. Lovejoy, M. Boarnet, and S. Spears. 2013. *Impacts of Transit Service Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions*. October.
2. Federal Highway Administration (FHWA). 2017. *National household Travel Survey-2017 Table Designer*. Average Vehicle Occupancy by HHSTFIPS.

## Request for Inclusion in the Regional Program: Credit-Generating Items Input

### Measure 5: Provide Subsidized Vanpool

#### Instructions:

Participants interested in submitting an application for a Credit-Generating item for inclusion in the regional mitigation program must provide all "inputs" on this form. Credit-Generating items must also meet all requirements for inclusion in the program as outlined in the Program Manual, and the user is responsible for verifying that all requirements apply.

#### Requirements:

Not currently under construction or funded through other sources<sup>1</sup>

#### Inputs

Input	Units	Description	For WRCOG Calculation Use Only
	N/A	Brief description of program location and features. Provide any details that are available on the anticipated users of the vanpool	
	#	Number of vanpools to be funded	
	\$	Estimated Annual cost to implement	

#### Notes

1. Credit-Generating items that are partially funded through other sources must disclose this and provide the source and amount of funding in the brief description of the item on the inputs section of this form.
2. Please provide as much detail as available, if needed or applicable provide attachments that support the inputs on this form such as maps, initial cost estimates, etc.

Implement Subsidized or Discounted Transit Program

**Assumptions:**

- Average length of a one-way vehicle commute trip in the region is 18.62
- Average emission factor of average employee vehicle is 307.5 g CO<sub>2</sub>e per mile
- Average vanpool occupancy (including driver) is 6.25 occupants
- Average length of one-way vanpool commute trip is 42.0 miles per trip
- Vanpool emission factor is 763.4 g CO<sub>2</sub>e per mile

**CALCULATION**

Input B:  
 \_\_\_\_% of employees participate in vanpool

$$1) \left( 1 - \text{Input B} \right) \times \left[ 18.62 \text{ average miles per trip of a one-way vehicle commute trip in the region} \right] \times \left[ 307.5 \text{ gCO}_2\text{e per mile average emission factor of average employee vehicle} \right] = \text{Output A}$$

$$2) \text{Input B} \times \frac{\left[ 42.0 \text{ miles per trip average length of one-way vanpool commute trip} \right]}{\left[ 6.25 \text{ average vanpool occupants} \right]} \times \left[ 763.4 \text{ gCO}_2\text{e per mile van pool emission factor} \right] = \text{Output B}$$

$$3) \text{Input B} \times \left[ 42.0 \text{ miles per trip average length of one-way vanpool commute trip} \right] \times \left[ 307.5 \text{ gCO}_2\text{e per mile average emission factor of average employee vehicle} \right] = \text{Output C}$$

$$4) \frac{\left[ \text{Output A} \right] + \left[ \text{Output B} \right]}{\left[ \text{Output A} \right] + \left[ \text{Output C} \right]} \times \left[ -1 \right] = \text{\% Reduction}$$

Sources:

1. San Diego Association of Governments (SANDAG). 2019. *Mobility management VMT Reduction Calculator Tool-Design Document*. June.
2. Federal Highway Administration (FHWA). 2017. *National Household Travel Survey-2017 Table Designer*.
3. California Air Resources Board (CARB). 2020. *EMFAC2017 v1.0.3*. August.

## Request for Inclusion in the Regional Program: Credit-Generating Items Input

### Measure 6: Installing New Bus Shelters

#### Instructions:

Participants interested in submitting an application for a Credit-Generating item for inclusion in the regional mitigation program must provide all "inputs" on this form. Credit-Generating items must also meet all requirements for inclusion in the program as outlined in the Program Manual, and the user is responsible for verifying that all requirements apply.

#### Requirements:

Not currently under construction or funded through other source<sup>1</sup>

#### Inputs

Input	Units	Description	For WRCOG Calculation Use Only
	N/A	Brief description of project location and features. Example: Installing new sidewalk on both sides of Example Road between Sample Ave and Template St with new crosswalks and curb ramps at both intersections.	
	#	Number of stops with new shelters	
	Boardings/day	Average number of boardings per day at each stop with new shelters	
	Boardings/day	Average number of boardings per day across the transit agency	
	\$	Estimated cost to construct	

#### Notes

1. Credit-Generating items that are partially funded through other sources must disclose this and provide the source and amount of funding in the brief description of the item on the inputs section of this form.
2. Please provide as much detail as available, if needed or applicable provide attachments that support the inputs on this form such as maps, initial cost estimates, etc.

## Installing New Bus Shelters

### Assumptions:

- Transit mode share in the Riverside-San Bernardino-Ontario core-based statistical area is 1.37%
- The percentage of transit users who would otherwise drive is 83.3%
- Average auto occupancy is 1.45 riders per vehicle
- The percentage of total travel time spent waiting for transit trips is 24.9%
- The percentage of perceived total travel time spent waiting (transit trips with shelters) is 20.3%
- The percentage of total travel time spent waiting (transit trips with shelters and real-time arrival information [RTI]) is 15.8
- Wait time elasticity is -0.54

### CALCULATION

Input B: Number of bus stops with new bus shelters

Input C: Average number of boardings per day at each transit station with new shelters

Input D: Average number of boardings per day across the transit agency

$$\begin{aligned}
 &1) \quad \boxed{\text{Input B}} \times \left( \frac{\boxed{\text{Input C}}}{\boxed{\text{Input D}}} \right) \times \boxed{1.37\% \text{ Transit Mode Share}} \times \boxed{\begin{array}{l} \text{(Percent who would otherwise} \\ \text{drive/Average auto occupancy)} \times \\ \text{(Percent of total time waiting – Percent} \\ \text{of perceived total time waiting with} \\ \text{shelters)} \times \text{(Wait time elasticity)} \end{array}} \\
 &= \boxed{\% \text{ Reduction}} \\
 &\quad \boxed{\text{(for bus shelters)}} \\
 \\
 &2) \quad \boxed{\text{Input B}} \times \left( \frac{\boxed{\text{Input C}}}{\boxed{\text{Input D}}} \right) \times \boxed{1.37\% \text{ Transit Mode Share}} \times \boxed{\begin{array}{l} \text{(Percent who would otherwise} \\ \text{drive/Average auto occupancy)} \times \\ \text{(Percent of total time waiting – Percent} \\ \text{of perceived total time waiting with} \\ \text{shelters with RTI)} \times \text{(Wait time elasticity)} \end{array}} \\
 &= \boxed{\% \text{ Reduction (for bus} \\
 &\quad \text{shelters with RTI only)}}
 \end{aligned}$$

### Sources:

1. Fan, Y., A. Guthrie, and D. Levinson. 2016. Waiting time perceptions at transit stops and stations: Effects of basic amenities, gender, and security. *Transportation Research Part A: Policy & Practice* 88:251–264. Available: <https://doi.org/10.1016/j.tra.2016.04.012>. Accessed: December 2023.
2. Federal Highway Administration (FHWA). 2017. 2017 National Household Travel Survey. Available: <https://nhts.ornl.gov/>. Accessed: December 2023.
3. Federal Highway Administration (FHWA). 2023. 2022 National Household Travel Survey. Available: <https://nhts.ornl.gov/>. Accessed: January 2024.
4. Taylor, B. D., H. Iseki, M. Smart, and M. A. Miller. 2009. The Effects of Out-of-Vehicle Time on Travel Behavior: Implications for Transit Transfers. California PATH Program. Available: <https://trid.trb.org/view/886713>. Accessed: December 2023.
5. Watkins, K., B. Ferris, A. Borning, G. Scott Rutherford, and D. Layton. 2011. Where Is My Bus? Impact of mobile real-time information on the perceived and actual wait time of transit riders. *Transportation Research Part A: Policy & Practice* 45:839–848. Accessed: December 2023.

## Request for Inclusion in the Regional Program: Credit-Generating Items Input

### Measure 7: Implement Subsidized or Discounted Transit Program

#### Instructions:

Participants interested in submitting an application for a Credit-Generating item for inclusion in the regional mitigation program must provide all "inputs" on this form. Credit-Generating items must also meet all requirements for inclusion in the program as outlined in the Program Manual, and the user is responsible for verifying that all requirements apply.

#### Requirements:

Transit passes are made available to a portion of the population of Western Riverside County that do not currently have access or will lose access to discounted or free transit fare<sup>1</sup>

Not currently under construction or funded through other sources<sup>2</sup>

#### Inputs

Input	Units	Description	For WRCOG Calculation Use Only
	N/A	Brief description of program location and features. Example: Installing new sidewalk on both sides of Example Road between Sample Ave and Template St with new crosswalks and curb ramps at both intersections.	
	\$	Fare per ride or the cost of a monthly pass for typical transit service.	B
	\$	Proposed difference between full fare price and discounted or subsidized fare	C
		Population eligible for subsidized fare (i.e. all veterans in Western Riverside County) and estimated number of people this population represents (i.e. 6,000 residents)	D
	\$	Annual cost to implement	

#### Notes

1. Please provide details as to the population(s) that will gain access to discounted or free transit passes. If populations lose access to free or discounted passes at a certain time unless additional funding is identified, please provide details on this. Please note, to be eligible as CEQA mitigation and be part of the regional mitigation program, transit passes must be provided for individuals that don't currently have a pass, or would provide additional discount/subsidy to an individual who has a pass. More details on eligibility are listed below. Please provide as much information as possible to ensure that the credit-generating item's eligibility can be confirmed.
  - a. Eligible

## Request for Inclusion in the Regional Program: Credit-Generating Items Input

- i. Providing discounted or free passes to a group that does not currently have access to discounted or free passes
    - ii. Extending an existing program that is not fully funded for the foreseeable future
    - iii. Providing passes to a group which already has access but they are providing additional passes
    - iv. Increasing the subsidy level for an existing group (discounted goes to free)
  - b. Not eligible
    - i. Providing passes to members of a group who are currently included in a program, such as university students traveling to school who have passes funded by their university.
    - ii. Providing free or discounted passes to any person who already has a free rides (disabled persons, etc)
2. Credit-Generating items that are partially funded through other sources must disclose this and provide the source and amount of funding in the brief description of the item on the inputs section of this form.
3. Please provide as much detail as available, if needed or applicable provide attachments that support the inputs on this form such as maps, initial cost estimates, etc.

## Calculation Sheet

### Implement Subsidized or Discounted Transit Program

#### Assumptions:

- Transit mode share of all trips or work trips
  - If blank, fill with the appropriate constant assumptions provided by the Federal highway Administration, 2017, National Household Travel Survey

Table 1 – Average Mode Share of All Trips by CA Core-Based Statistical Area

Transit mode share	1.37%
Vehicle mode share	96.88%
Transit mode share of work trips	1.12%

- -0.43 elasticity of transit boardings with respect to transit fare price
- 50% of transit trips that would otherwise be made in a vehicle
- 1.0 conversion factor of vehicle trips to VMT

#### CALCULATION

Input B:

\_\_\_ \$ Average transit fare without subsidy

Input C:

\_\_\_ \$ Subsidy Amount

Input D:

\_\_\_ % of employees/residents eligible for subsidy

Input E:

\_\_\_ % of project generated VMT from employees/residents

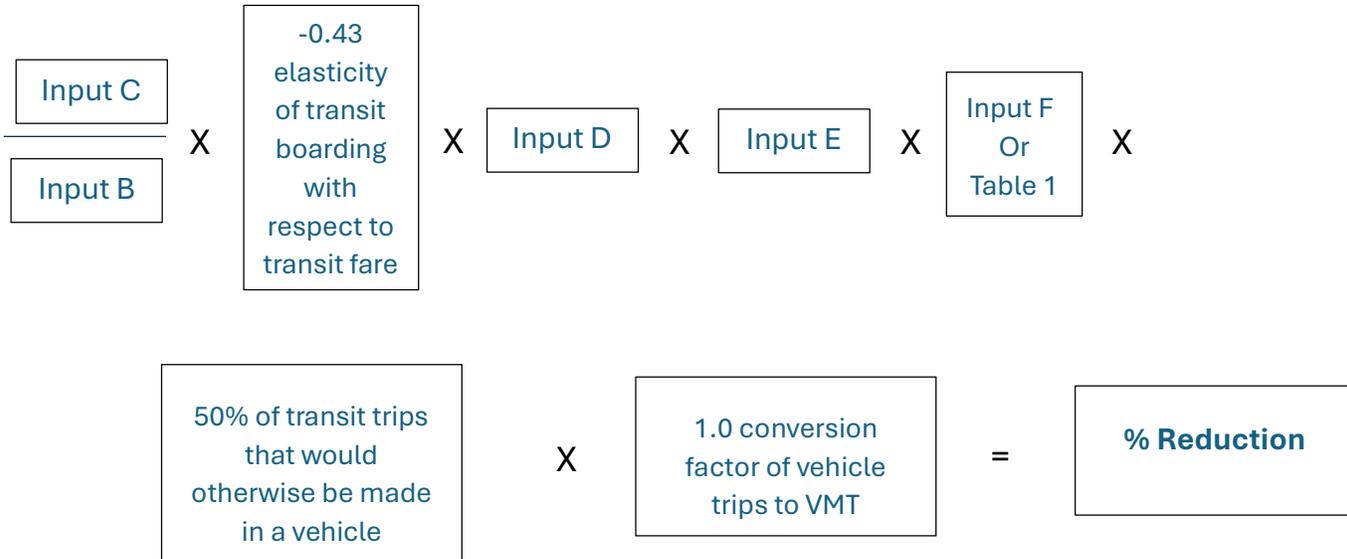
Input F:

\_\_\_ % Transit mode share of all trips or work trips

#### Sources:

1. Federal highway Administration (FHWA). 2017. *National Household Travel Survey -2017 Table Designer*. Travel Day PMT by TRPTRANS by HH\_CBSA, Workers by WRKTRANS by HH\_CBSA.
2. Handy, L. and S. Boarnet. 2013. *Impacts of Transit Service Strategies on Passenger vehicle use and Greenhouse Gas Emissions*.
3. Taylor, B., D. miller, H. Iseki, and C. Fink. 2008. *Nature and/or Nature? Analyzing the Determinants of Transit Ridership Across US Urbanized Areas*. Transportation Research Part A: Policy and pRactice, 43 (1), 60-77.

Calculation Sheet



Sources:

1. Federal highway Administration (FHWA). 2017. *National Household Travel Survey -2017 Table Designer*. Travel Day PMT by TRPTRANS by HH\_CBSA, Workers by WRKTRANS by HH\_CBSA.
2. Handy, L. and S. Boarnet. 2013. *Impacts of Transit Service Strategies on Passenger vehicle use and Greenhouse Gas Emissions*.
3. Taylor, B., D. miller, H. Iseki, and C. Fink. 2008. *Nature and/or Nuture? Analyzing the Determinants of Transit Ridership Across US Urbanized Areas*. Transportation Research Part A: Policy and pRactice, 43 (1), 60-77.



# Western Riverside Council of Governments Technical Advisory Committee

## Staff Report

**Subject:** Western Riverside County Clean Cities Coalition Activities Update  
**Contact:** Taylor York, Program Manager, [tyork@wrcog.us](mailto:tyork@wrcog.us), (951) 405-6751  
**Date:** April 17, 2025

### **Recommended Action(s):**

1. Receive and file.

### **Summary:**

The Western Riverside County Clean Cities Coalition is currently executing projects supported by more than \$3M in State grant funding, directly supporting member organizations in navigating state clean vehicle policies and deploying vehicles and infrastructure that support fleet and community needs and goals. These efforts will result in vehicle and infrastructure deployment in both fleets and communities, trained and knowledgeable fleet technicians, high-quality resources, and guidance related to successful zero emission vehicle deployment, and facilitation of new and empowering partnerships.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to provide an update on the activities of the Western Riverside County Clean Cities Coalition. This item is aligned with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

### **Discussion:**

### **Background**

The Western Riverside County Clean Cities Coalition (Coalition) was established as a WRCOG Program in 1997 and is part of a national network (<https://cleancities.energy.gov/>) of about 75 Coalitions supported by the U.S. Department of Energy. The Coalition brings together local government and private industries to expand the use of alternatives to petroleum fuel and promote education and technical assistance in support of advanced technologies in transportation. Coalition activities and those of its stakeholders also help municipalities manage the expanding use of alternative fuel vehicles (AFV) in the subregion while promoting resources that strengthen AFV infrastructure. Coalition stakeholders include public and private fleets, local and state agencies, fuel providers, technology manufacturers, local educational institutions, and more.

Activities from Coalition stakeholders reduce millions of gallons of petroleum fuel use and thousands of

tons of greenhouse gas emissions each year. This is achieved through adopting fleet vehicles, deploying AFV fueling and charging infrastructure, and acquiring funding from state, federal, and local programs.

### **Present Situation**

**Municipal Green Zones Grant:** On February 5, 2025, WRCOG kicked off a \$1.35M grant-funded project to support the deployment of zero-emission vehicles and infrastructure in partnership with the Cities of Banning and Moreno Valley, Riverside County Purchasing and Fleet Services, and the Riverside County Transportation and Land Management Agency. Funding is provided through the California Air Resources Board Advanced Technology Demonstration and Pilot Program (<https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low>), Municipal Green Zones category. For this project, WRCOG will offset the cost of vehicle and infrastructure purchases, provide technical support as needed, and fund technician training for participating agencies. Successes, challenges, and best practices will be memorialized and compiled into a Zero-Emission Vehicle (ZEV) deployment toolkit that will be shared with other jurisdictions and can be used as a guide for future ZEV adoption.

Participating agencies will contribute an additional \$1.35M in match funding for vehicle and infrastructure purchases. Staff are currently working with partner agencies to execute sub-award agreements and to prepare to seek consultants that will help support grant administrative activities, assist with project execution and training, and prepare the project toolkit. Vehicle and infrastructure deployment is expected to begin over the next 2 - 3 months.

**Clean Mobility Options Program:** Through the Clean Mobility Options Program (<https://cleanmobilityoptions.org/>), WRCOG was awarded a \$1.8M grant to support the deployment of zero-emission, community car-share vehicles in the subregion. The project will deploy 15 vehicles across the Cities of Corona and Moreno Valley, and in the San Jacinto Valley. Project partner and mobility operator Electric Vehicle Get In Drive Everywhere (EVGIDE) will own and operate the vehicles. The project will also support the development of a mobility-as-a-service platform to connect various regional transit and mobility options in one place. Community, municipality, and stakeholder engagement efforts, led by WRCOG, will ensure that the Program is sustainable and provides direct benefits to target disadvantaged communities.

Successful Program implementation increases access to clean mobility options and reduces local greenhouse gas emissions. The project is currently in a 15-month planning period, during which the team will identify sites, develop software, conduct engagement and outreach, and deploy a small number of pilot vehicles to provide insight, test project systems, and ensure that vehicles will be deployed where they will be most beneficial to the community. The project team is working closely with partner cities to identify sites that can address both project needs and individual jurisdiction goals and project efforts. EVGIDE is also working with jurisdictions to identify options for deploying solar panels and electric vehicle charges that support both the vehicle deployment and site facilities.

**Zero-Emission Vehicle Network:** In early 2024, WRCOG established the Inland ZEV Network to support its members in navigating State ZEV policies and deploying ZEVs into their fleets. Working in partnership with the Southern California Clean Cities Coalition, hosted by the Southern California Association of Governments, WRCOG continues to maintain and grow this effort with the goal of providing a resource more broadly throughout the Inland Empire. The purpose of the Network is to

provide a forum for information sharing and partnership-building, to support increased knowledge and adoption of ZEV technology, and to help participants navigate new policies driving this adoption. Participants include local agencies, utilities, public and private fleets, regulators, educational institutions, manufacturers, fuel providers, etc.

The Network meets regularly, and periodic site visits and tours of ZEV fueling, charging, and manufacturing facilities are conducted. These allow members to get hands-on experience with new vehicles and technologies that can support their fleet goals. A ZEV forum is planned for the second half of 2025, which will allow participants to gather in-person and obtain information, network with other stakeholders, and participate in a discussion about the unique needs and future of ZEV deployment in the region. The next regular Network meeting is scheduled for May 7, 2025, at 1:00 p.m., and will occur virtually. WRCOG Clean Cities member jurisdictions play a key role in this effort.

For information about how to participate in the Network, please contact Taylor York at [tyork@wrcog.us](mailto:tyork@wrcog.us) or Mei Wu Nguyen at [mwu@wrcog.us](mailto:mwu@wrcog.us).

Federal Landscape on ZEV: With the change in Federal leadership, the new national Administration has expressed opposition of federal support for the deployment of zero emissions vehicles and other initiatives associated with Environmental Justice (Justice 40) and Diversity, Equity, and Inclusion (DEI) programs and policies enacted by the prior administration. As a result of a series of Executive Orders, WRCOG and its partners have received communications impacting funding for two active Coalition projects. The Houston to Los Angeles Hydrogen Corridor Planning Study (H2LA) has received a stop-work order and the Clean Cities Energy and Environmental Justice Initiative (CCEEJI) has been terminated as a result of these new policy directives. WRCOG staff continue to monitor for updates to other existing federally funded programs and will make adjustments as required.

The State of California, via the California Air Resources Board (CARB), has adopted multiple rules around the sale and procurement of zero emission vehicles (ZEVs) which affect both public and private sectors alike. The Advanced Clean Fleets (ACF) rule (<https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>) requires California fleet owners, including government agencies and private companies, to transition to ZEVs over time. It mandates phased-in purchases of zero-emission trucks in class 2b and up (8,501+ lbs. gross vehicle weight), with a goal of reaching 100% zero-emission truck sales by 2045. Specifically for state and local government agencies, starting January 1, 2024, agencies must ensure that 50% of their annual vehicle purchases in class 2b and up are ZEVs, with a 100% requirement starting January 1, 2027. The Advanced Clean Trucks (ACT) rule (<https://ww2.arb.ca.gov/our-work/programs/advanced-clean-trucks>) requires manufacturers to increase sales of zero-emission trucks in California starting in 2024, with a rising percentage requirement each year. By 2035, all new medium- and heavy-duty truck sales in California must be zero-emission.

On January 13, 2025, CARB withdrew its request to the U.S. Environmental Protection Agency for a waiver to enforce the ACF regulations on high priority private and drayage fleets. This decision was in response to expected opposition from the incoming Presidential Administration. While it cannot enforce the regulation on the aforementioned fleets, CARB still has the authority to enforce the regulation on state and local government fleets, and intends to do so. An exemption process exists for fleets operating specialized vehicles for which no zero-emission replacement exists, though the process is challenging. Coalition staff are happy to provide more information and resources for member agencies who are navigating these regulations.

**Prior Action(s):**

None.

**Financial Summary:**

This item is for informational purposes only; therefore, there is no fiscal impact. All activities as part of the Western Riverside County Clean Cities Coalition are budgeted under the Clean Cities Program budget (Fund 120), which is funded by member agencies, the Department of Energy Clean Cities Cooperative Agreement, and other periodic grant funding.

**Attachment(s):**

None.



# Western Riverside Council of Governments Technical Advisory Committee

## Staff Report

**Subject:** Santa Ana Municipal Separate Storm Sewer System (MS4) Permit Compliance Program Activities Update

**Contact:** Richard Boon, Chief of Watershed Protection Division, Riverside County Flood Control and Water Conservation District, [rboon@rivco.org](mailto:rboon@rivco.org), (951) 955-1273

**Date:** April 17, 2025

### Recommended Action(s):

1. Receive and file.

### Summary:

The Regional MS4 Permit - Tentative Order for the Santa Ana River Watershed represents a significant regulatory compliance obligation for municipalities, aimed at improving water quality and managing stormwater discharges in the region. This presentation will provide an overview of key aspects of the current tentative order including estimated compliance costs, along with considerations for responding to the draft document.

### Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update regarding the regional MS4 permit. This effort supports Goal #5 of WRCOG's 2022-2027 Strategic Plan (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

### Discussion:

### Background

On January 20, 2022, the Regional Board released a [Staff Working Proposal](#) (SWP) of a regional Permit to the 60 jurisdictions of San Bernardino County, Riverside County, and Orange County (Permittees). On March 1, 2024, a [Tentative Permit](#) was released, and, on March 15, 2024, a [Public Workshop](#) was held by the Santa Ana Regional Water Quality Control Board (Regional Board) to discuss the draft Permit and solicit comments. Comprehensive technical and legal comments prepared by the Tri-County Group were submitted on July 3, 2024. A Regional Board Workshop was held on September 13, 2024, to further to discuss the draft Permit and solicit comments.

The Riverside County Flood Control and Water Conservation District (District) is designated as the Principal Permittee under the MS4 Permit and represents the Riverside co-permittees to implement area-

wide programs required by the MS4 Permit through an Implementation Agreement.

## **Present Situation**

The Presentation will include:

1. Overview of the Regional Permit:
  - The Regional Permit is a highly significant act of environmental regulation by the Regional Board directly affecting the 60 local government jurisdictions of San Bernardino County, Riverside County, and Orange County.
  - The permit represents an escalation of regulatory requirements for municipalities establishing additional obligations for pollutant reduction, stormwater management practices, monitoring, and reporting.
  - A Tri-County Group, comprising of municipal stakeholders from San Bernardino, Riverside, and Orange Counties, is coordinating efforts to complete legal and technical reviews and formally respond to the Tentative Order.
  - A mid-2025 adoption of the Regional Permit is now in doubt following a March 4, 2025, decision of the Supreme Court in the matter of City/County of San Francisco vs. USEPA.
2. Watershed Management Plan Requirement:
  - A crucial aspect of the Permit is the optional Watershed Management Plan (WMP) provisions, which provide an alternate regulatory compliance pathway.
  - A WMP would require commitments to strategies for reducing pollutant loads, enhancing green infrastructure, implementing Best Management Practices (BMPs), and fostering stakeholder engagement.
  - Developing a robust WMP may be essential for ensuring compliance with the permit and achieving long-term water quality goals, albeit predicated on a multimillion-dollar funding commitment and additional compliance obligations.
3. Preliminary Costs of Compliance:
  - Beacon Environmental has estimated that the Regional Permit would result in 20-year implementation costs of \$10.8B and \$15.4B for San Bernardino and Riverside Counties, respectively.
4. Toward A Multi-Benefit Water Quality Strategy:
  - The District has prepared a draft of a possible future multi-benefit water quality management strategy for the Middle Santa Ana River. The document is intended to encourage discussion regarding the revitalization of the River and inform finalization of the Regional Permit.
5. District Next Steps:
  - Continued collaboration within the Tri-County Group is essential for sharing best practices, leveraging resources, advocating for regulatory flexibility, and collectively addressing common concerns.
  - Proactive engagement with the Regional Board and other relevant agencies will be necessary to influence the finalization of the permit and ensure that it aligns with the interests and needs of the tri-County area and in particular the Inland Empire.

## **Prior Action(s):**

**April 10, 2025:** The Public Works Committee received and filed.

## **Financial Summary:**

This item is for informational purposes only; therefore, there is no fiscal impact.

**Attachment(s):**

None.