

SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 13.1
(ID # 29681)

MEETING DATE:
Tuesday, March 03, 2026

FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY: Approve Participation Agreement Between the Housing Authority of the County of Riverside and Western Riverside Council of Governments, a California public agency, in connection with the Regional Vehicle Miles Traveled Mitigation program, Districts 1, 2, 3 and 5. [\$0]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the attached Voluntary VMT Exchange Program Participation Agreement (Participation Agreement) between Housing Authority of the County of Riverside (HACR) and Western Riverside Council of Governments (WRCOG);
2. Authorize the Executive Director of HACR, or designee, to execute the attached Participation Agreement on behalf of the Housing Authority of the County of Riverside, subject to approval as to form by County Counsel; and
3. Authorize the Executive Director of HACR, or designee, to take all necessary steps to implement the Participation Agreement, including, but not limited to signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.


ACTION:Policy


Heidi Marshall, Director of Housing, Homelessness Prevention 1/20/2026

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Medina, seconded by Commissioner Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Perez, and Gutierrez
Nays: None
Absent: Washington
Date: March 3, 2026
xc: HA

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (Housing Authority) was approached by the Western Riverside Council of Governments (WRCOG) to participate in a regional, voluntary Vehicle Miles Traveled (VMT) mitigation exchange program (Program). This Program was established to support developers in meeting VMT mitigation requirements associated with compliance under the California Environmental Quality Act (CEQA).

WRCOG, in cooperation with its member jurisdictions and regional stakeholders, has developed this Program to provide a consistent, transparent mechanism for addressing significant VMT impacts identified through CEQA review. WRCOG will serve as the Program Administrator and primary point of coordination for the participating public agencies and for developers seeking to purchase VMT mitigation credits. Developers may satisfy CEQA VMT mitigation requirements by purchasing credits generated by eligible projects or programs sponsored by participating public agencies.

Eligible VMT credit generating projects include, but are not limited to, active transportation and transit infrastructure improvements, such as bicycle lanes, pedestrian facilities, and bus shelters, as well as transportation demand management programs, including transit pass subsidies, carpool matching, and similar strategies. Projects and programs must demonstrate, through substantial evidence, that they result in a measurable reduction in VMT. Affordable housing projects and other qualifying land use or transportation strategies may also be considered for credit generation, subject to program guidelines.

The Program is available to County of Riverside (County), cities, and other public agencies within the WRCOG coverage area. Participation provides public agencies with an opportunity to submit qualifying projects into the exchange, allowing developers with CEQA VMT mitigation obligations to purchase credits. Revenue generated through the sale of VMT credits can be used to help finance priority public projects, including the development of affordable housing.

For the Housing Authority, participation in this Program presents a potential funding source to support affordable housing development throughout the County. This opportunity aligns with the County's significant housing needs, as identified in the 6th Cycle Regional Housing Needs Allocation (2021–2029), which requires the planning for approximately 167,000 housing units across both incorporated cities and unincorporated areas of the County.

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Staff is recommending the Board of Commissioners to approve the attached Participation Agreement that will allow the Housing Authority to participate in the Program.

Impact on Residents and Businesses

Given the significant unmet housing needs in the County and the ongoing challenge of securing sustainable funding, approving this item would have a positive impact on residents by supporting the development of much needed affordable housing. Participation in this program would also help leverage County resources and create new financing opportunities for HACR to advance housing production efforts throughout the County.

Additional Fiscal Information

No general funds will be used for this agreement.

ATTACHMENTS

- VMT Participation Agreement
- VMT Program Manual



Stacey Pena, EO Management Analyst 2/23/2026



Aaron Gettis, Chief Deputy County Counsel 1/29/2026

VOLUNTARY VMT EXCHANGE PROGRAM
PARTICIPATION AGREEMENT

This Participation Agreement (“Agreement”) is made as of _____, 2026 (“Effective Date”), by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and Housing Authority of the County of Riverside, a public entity corporate and politic (“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.

MAR 03 2026 13.1

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK’S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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 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 that any 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 occurring 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 shall 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.

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:

Housing Authority
5555 Arlington Avenue
Riverside, CA 92504
Attn: Executive Director

(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

**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 **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic**

APPROVED BY:

APPROVED BY:

Dr. Kurt Wilson
Executive Director

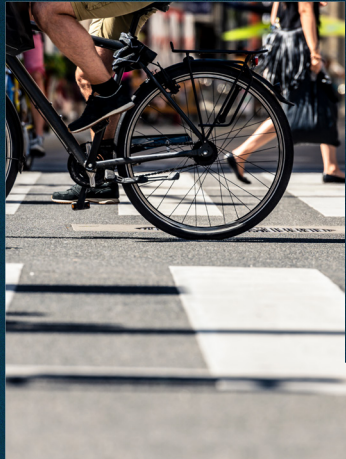
Heidi Marshall
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Minh C. Tran, County Counsel

Best Best & Krieger LLP
General Counsel

Aaron Gettis
Aaron C. Gettis
Chief Deputy County Counsel



Western Riverside Council of Governments

Regional VMT Mitigation Program Implementation Manual

Adopted by the WRCOG Executive Committee May 5, 2025

Fehr & Peers



TABLE OF CONTENTS

- I. INTRODUCTION 1**
- II. BACKGROUND AND PURPOSE 2**
 - A. Senate Bill 743 and Vehicle Miles Traveled 2
 - B. Need for a Regional VMT Mitigation Program 3
 - C. Different Types of Regional VMT Mitigation Programs 4
 - D. Definitions 5
- III. THE VOLUNTARY VMT EXCHANGE PROGRAM 6**
 - A. General Description and How it Works 6
 - B. Potential Types of VMT Mitigation Projects (Credit-Generating Items) 6
 - C. Governance 10
 - D. Administration 11
 - E. Exchange Menu 24
 - F. Participants 25
- IV. QUALIFICATION CRITERIA FOR CREDIT-GENERATING ITEMS 26**
- V. QUANTIFICATION OF CREDIT-GENERATING ITEMS 26**
 - A. General Principles for Credit Quantification 26
 - B. Standardized Calculation Methods 27
- VI. APPENDICES 28**

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.

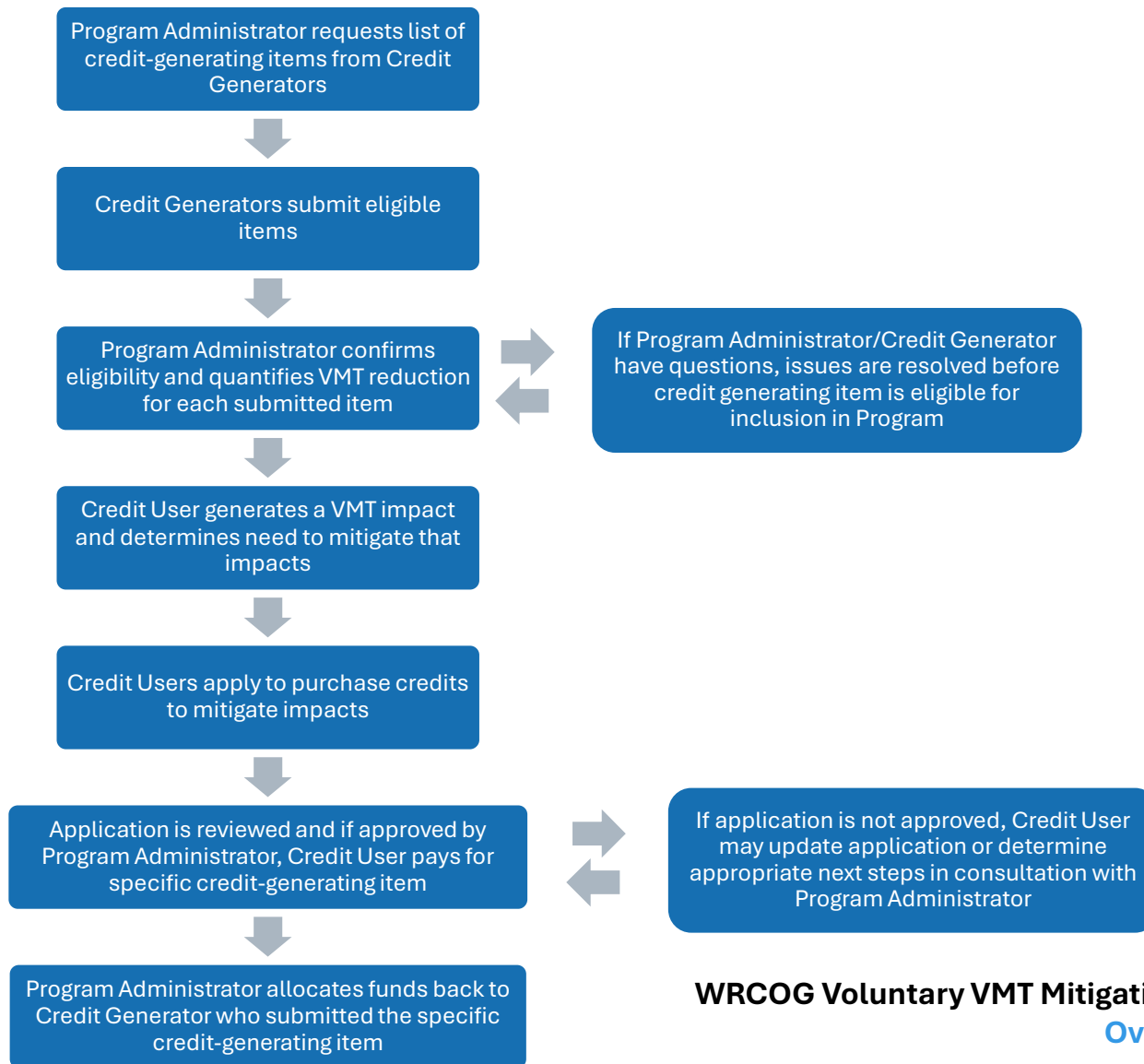
Note: Mitigation measures must equal or exceed the amount of the VMT impact to fully mitigate the project impact under CEQA.

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

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.

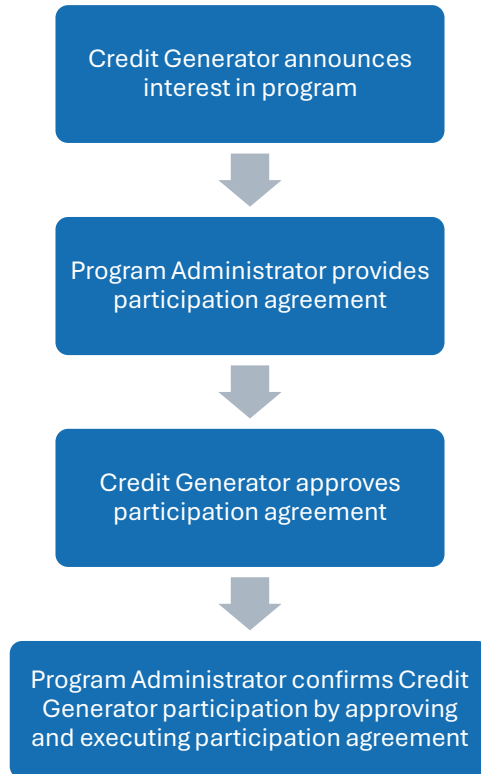
2. Credit Generator Opt In

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

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

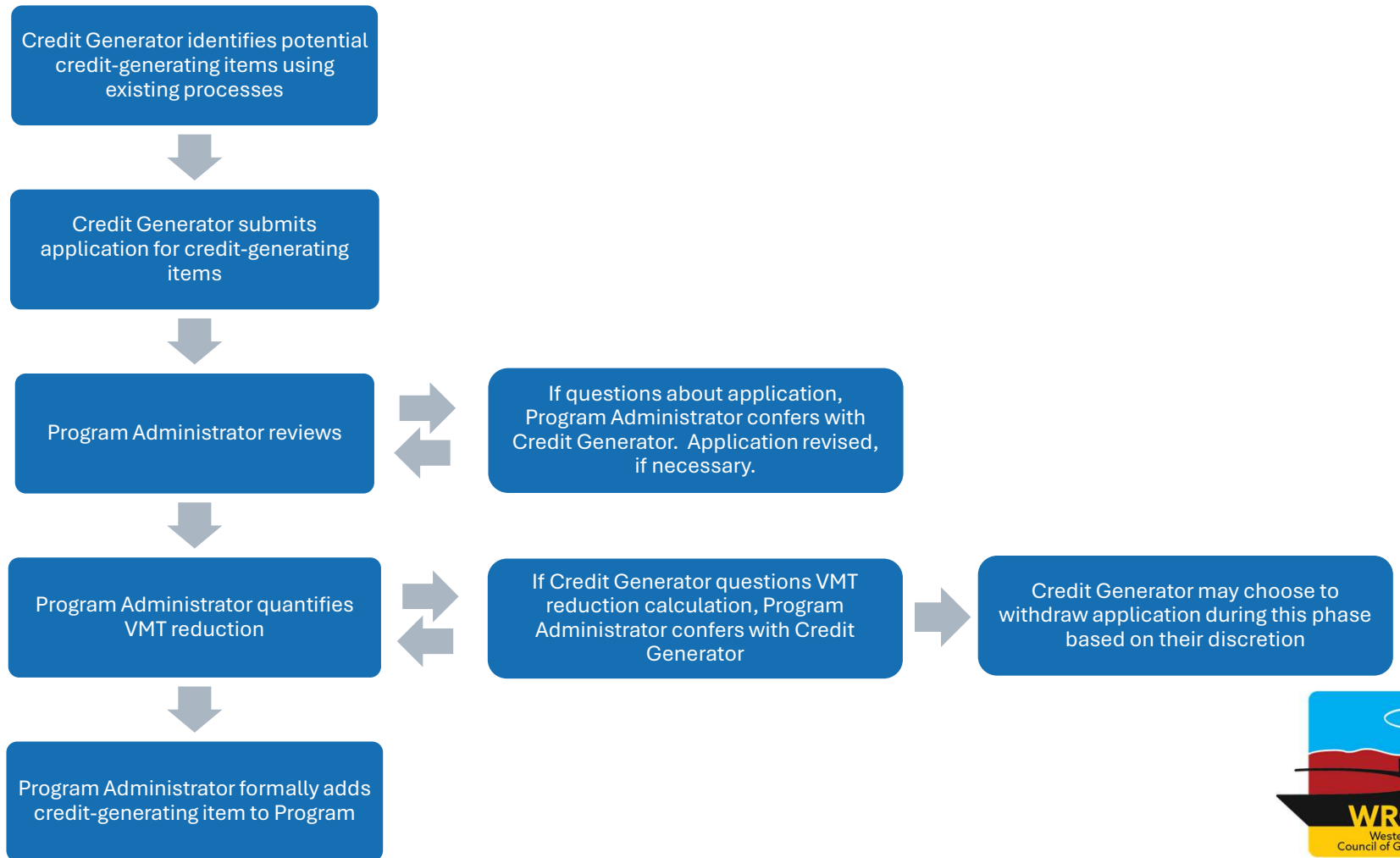
- a. Credits will be distributed on a first-come, first-served basis upon application completion, approval by the Program Administrator, and submittal of payment to the Program Administrator for the selected credit-generating item.

6. Transfer of Credits and Refund Policy

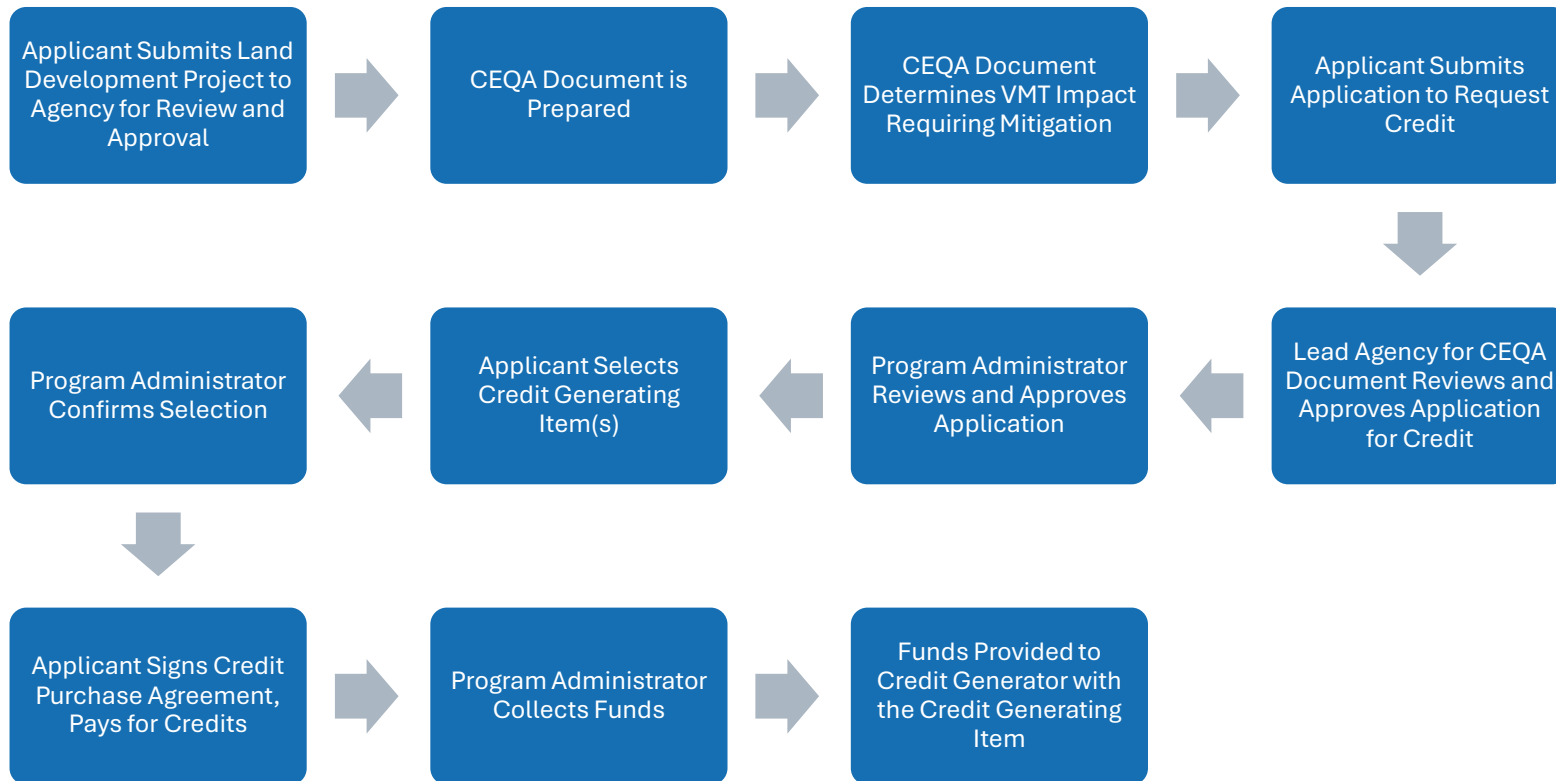
- a. A Credit User is allowed to transfer credits to another project that needs to mitigate VMT or another Credit User. The Credit User that is holding the credits must notify the Program Administrator of the transfer for purposes of maintaining an account for the credits.
- b. Credit purchases are nonrefundable.

7. Reporting

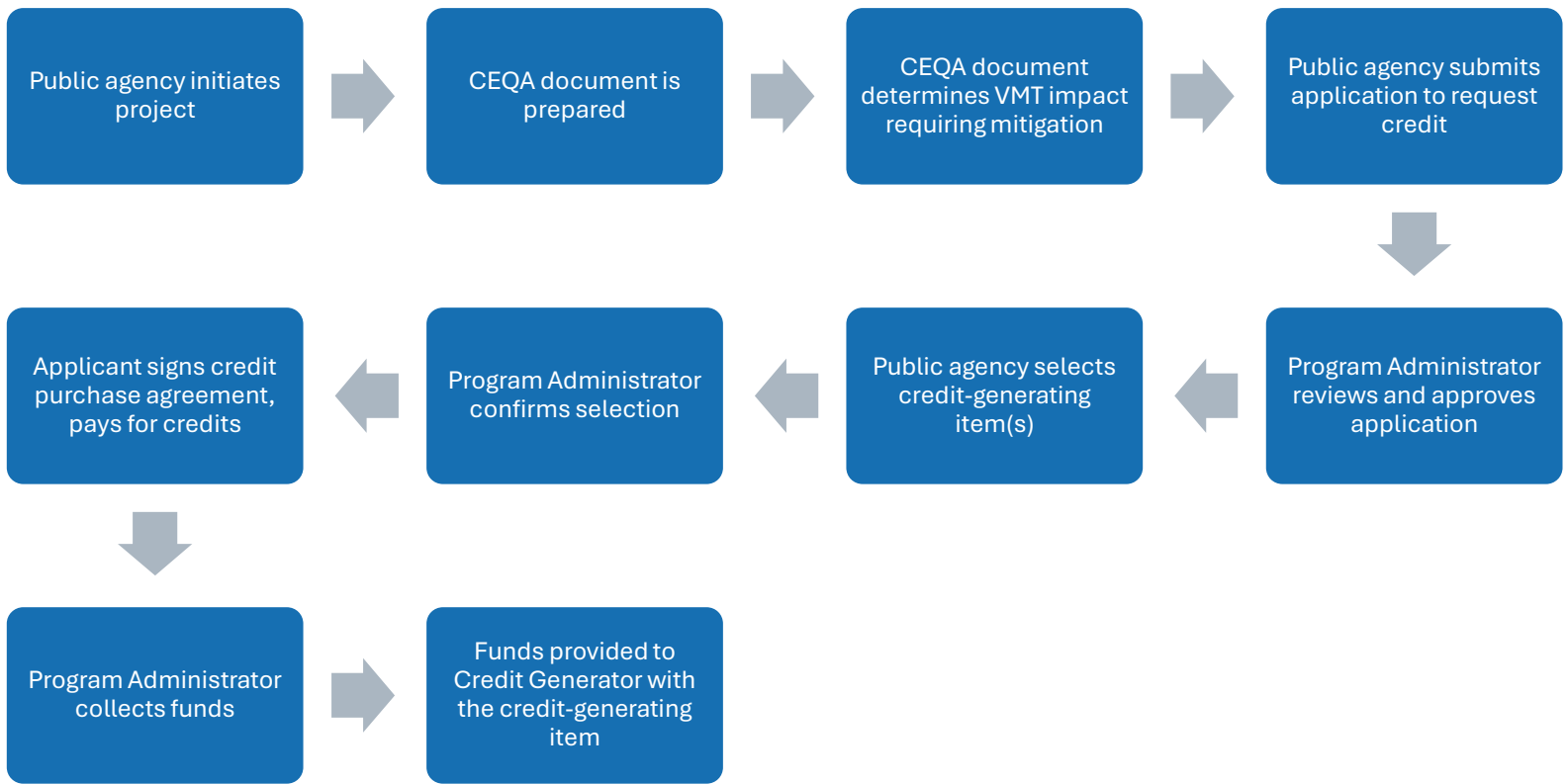
The Program Administrator will prepare an Annual Report on the Program.



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



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



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

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.

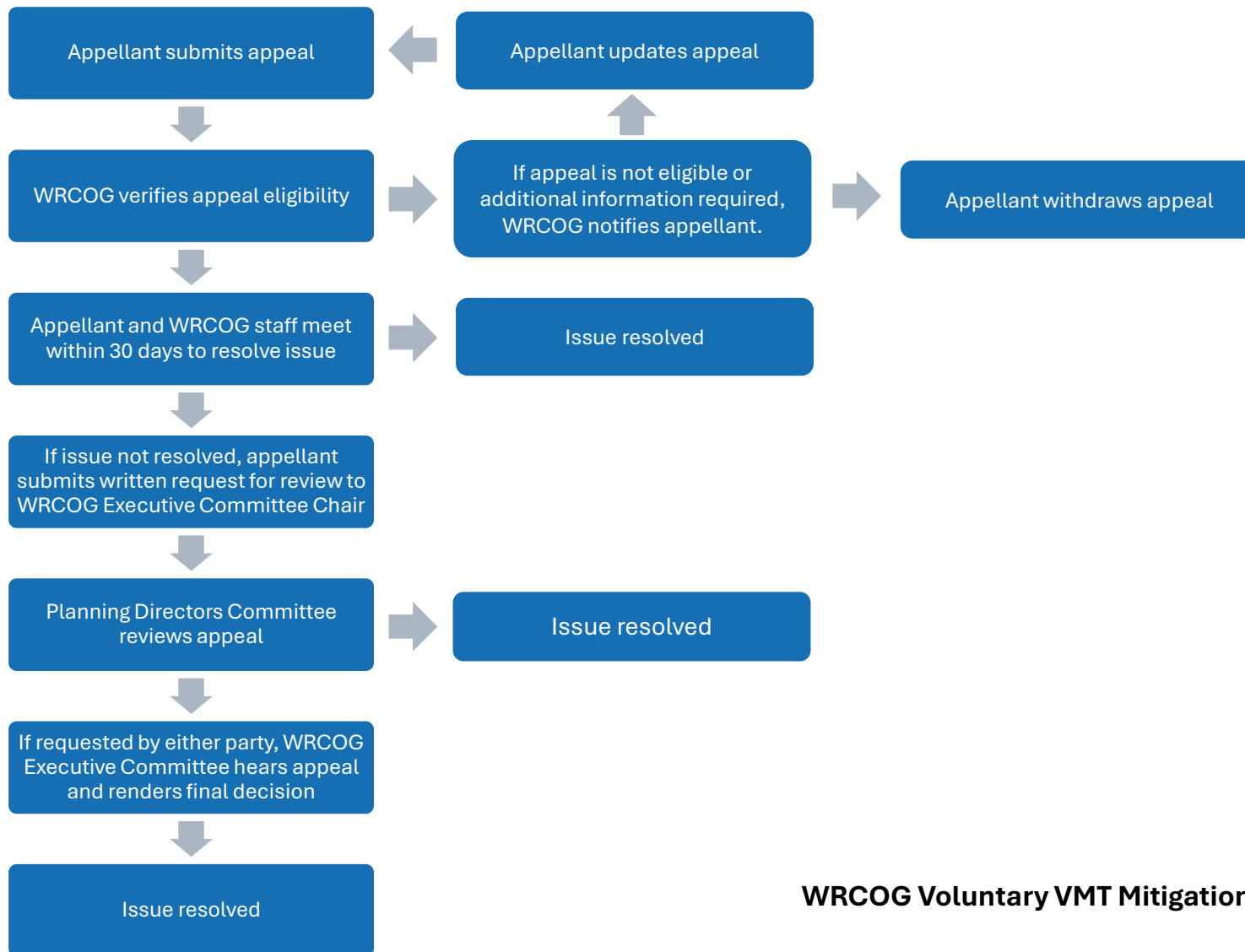
(b) The Appellant and the WRCOG Executive Director, or designee, will attempt to hold a meeting within 30 days of the WRCOG Executive Director's receipt of the appeal. The WRCOG Executive Director shall then attempt to render a written decision within 15 days of the meeting, unless otherwise notified.

(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

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.¹

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.

¹ 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.

Sample Project	VMT Credit	Cost
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 sources¹
- 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 &ride)</p>  <p>The diagram shows a circle representing a 1/2 mile radius around a central point labeled 'New Bike Facility'. A bicycle icon is positioned at the center of the circle. A line segment extends from the center to the edge of the circle, with the text '1/2 mile radius' written along it.</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 sidewalk¹

Not currently under construction or funded through other sources²

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 sources¹

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 sources¹

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 sources¹

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 CO₂e 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 CO₂e 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 source¹

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.

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 fare¹

Not currently under construction or funded through other sources²

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.

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

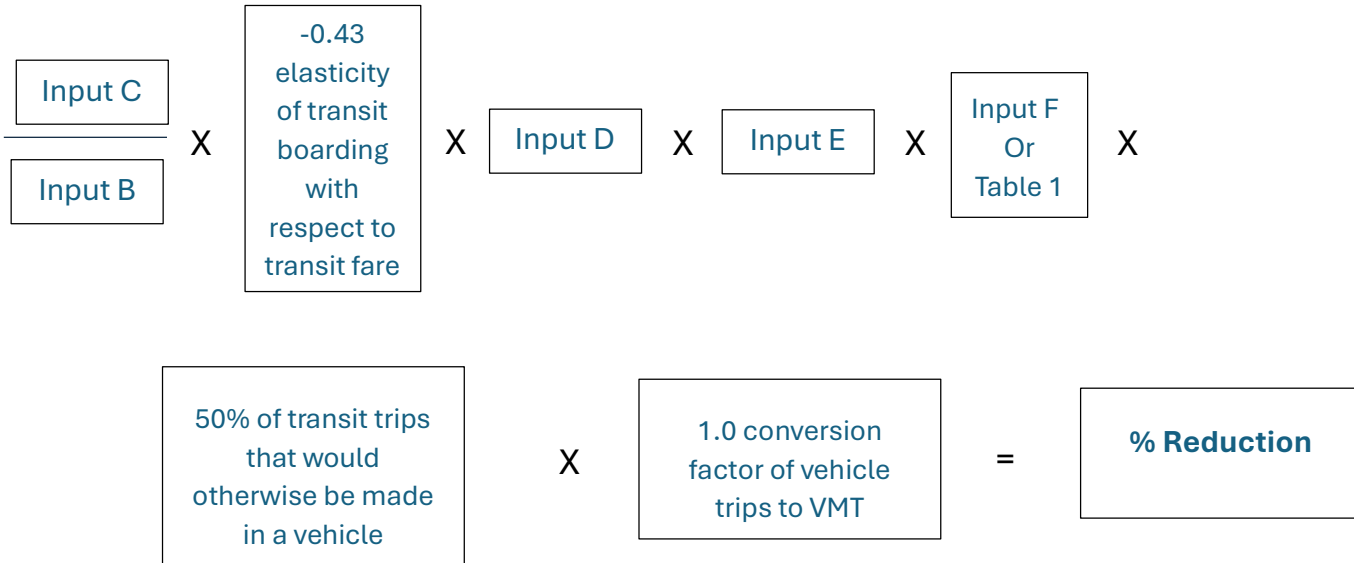
Input E:
 ____ % of project generated VMT from employees/residents

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.

Flores, Kate

From: Brad Anderson <ba4612442@gmail.com>
Sent: Tuesday, March 3, 2026 3:50 AM
To: Clerk of the Board
Subject: Public Comment - Riverside County Board of Supervisors meeting of March 3, 2026 (9:30AM) AGENDA ITEM: 13.1 (VMT scheme)

March 3, 2026

Riverside County Board of Supervisors (BoS)
County Administrative Center - First Floor Board Chambers
4080 Lemon St.
Riverside, CA. 92501
Attention: Clerk of the Board of Supervisors

Re: Written testimony in regards to Agenda Item: 13.1 (ID# 29681)

Dear current BoS members,

Please review my written statements listed below prior to the consideration of agenda Item: 13.1 (HOUSING AUTHORITY - VEHICLE MILES TRAVELED (VMT) scheme)

Position: In Opposition

It's reasonable that most states within our nation (United States of America) have abandoned the VMT scheme. It's highly recommended that the state of California and all its SMALL regional governmental agencies (WRCOG) joined that reasonable mind-set (common sense approached) to independence of each vehicle operator (driver) to monitor their own personal experience while moving throughout our region of California on public highways and streets.

It's clear that any new funding would be at the cost of already housed individuals that truly understands the false narrative surrounding "Affordable Housing projects" (APARTMENTS) that shuts any goal of gaining generational wealth with property ownership.

Sincerely,

Brad Anderson | 37043 Ferber Dr. Rancho Mirage, CA. 92270

Cc: