

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

329



**FROM:** Transportation and Land Management Agency

**SUBMITTAL DATE:**

October 18, 2005

**SUBJECT:** Approval of Memorandum of Understanding for the Center for Demographic Research.

**RECOMMENDED MOTION:** That the Board authorize the Director of Transportation and Land Management Agency to sign the attached Memorandum of Understanding on the Center of Demographic Research.

**BACKGROUND:** The Transportation and Land Management Agency; the Coachella Valley Association of Governments; the University of California, Riverside; and the Western Riverside County of Governments have prepared a Memorandum of Understanding for the development of demographic data and related support products. It is intended that these products will serve all of Riverside County including cities, special districts, and the various County departments and agencies. Under this agreement, the participants will form a Riverside County Center for Demographic Research (CDR). Its purpose will be to ensure that Riverside County will establish and maintain a presence in the development and support of demographic information and ensure data consistency through a centralized data source of demographic characteristics. There are some key benefits for establishing the Center for Demographic Research. One is to directly influence the Southern California Association of Governments' (SCAG) growth forecasts, ensuring that regional transportation and housing plans reflect local policy.

(Continued on page 2)

Tony Carstens, Director  
Transportation and Land Management Agency

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$75,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2005-06

<b>SOURCE OF FUNDS:</b> MOU Contributions	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION: APPROVE**

County Executive Office Signature

Dept't Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

Departmental Concurrence

**BACKGROUND (continued):** In this regard, the CDR has prepared a preliminary forecast covering Riverside County, the CVAG sub-region and the WRCOG sub-region, which have been transmitted to SCAG as part of the 2007 Regional Transportation Plan Growth Forecast. Another is to influence the California Department of Finance's population estimates and projections, which ultimately serve as the foundation to state planning programs and many funding programs. A third benefit is that there will be a single, common and uniform database of Riverside County demographics. Thus, the planning and programming efforts of public, private and non-profit agencies will be consistent resulting in synchronized planning and cost efficiencies by avoiding over- and under-planning.

On August 1, 2005, the Western Riverside Council of Governments' Executive Committee approved the MOU and on September 26, 2005, the Coachella Valley Association of Governments approved the MOU. Following approval by your Honorable Board, this MOU will be signed by each participant officially forming the Riverside County Center for Demographic Research.

The Center for Demographic Research will be located in the County of Riverside Transportation and Land Management Agency thus being able to capitalize on its extensive geographic information, databases and programs. To help offset some of the costs of the program, the Coachella Valley Association of Governments (CVAG), the Western Riverside Council of Governments (WRCOG), and the University of California, Riverside will be funding partners in the program. Each of these participants will provide \$25,000 annually for the operation of the Center for Demographic Research. These funds will be used to purchase data sets, cover the cost of publications and fund consultant services if needed. It is also anticipated that the CDR will generate additional revenues through the sale of demographic products and the provision of related research and analyses.

Furthermore, it is envisioned that in addition to the review structures established in the MOU to provide for input opportunities from the cities, TLMA will implement a data users group comprised of representatives from County Departments.

## **MEMORANDUM OF UNDERSTANDING**

### **Parties to the Memorandum of Understanding ("MOU")**

This Memorandum of Understanding ("MOU") is entered into between the County of Riverside Transportation & Land Management Agency ("TLMA"), the University of California Riverside Campus (UCR), the Western Riverside Council of Governments (WRCOG), and the Coachella Valley Association of Governments (CVAG). This MOU is for the development of demographic data and related support products.

### **Purpose of the MOU**

WHEREAS, the County of Riverside TLMA has an extensive Geographic Information System (GIS) which among other characteristics, contains various geographic, political and service area boundaries and data layers which are essential for conducting spatial analyses and demographic estimates and projections; and

WHEREAS, maintenance of this existing GIS is essential to numerous core activities in TLMA, and this GIS is also a key support tool to various county departments and agencies; and

WHEREAS, The County, UCR, WRCOG and CVAG all recognize the benefits and economies in utilizing existing systems as the basis for developing an extensive demographic data base; and

WHEREAS, the development of demographic and related information for Riverside County as an adjunct effort to TLMA's GIS will become a vital data source used for a wide range of local, subregional and regional applications, including, transportation planning, infrastructure planning, facilities planning and timing, development of fee programs, bond revenue stream analysis, general planning and other applications; and

WHEREAS, a number of primary users of data in Riverside County have recognized the benefit of having local area expertise in developing demographic projections and associated products; and

WHEREAS, the County of Riverside TLMA, the University of California Riverside Campus, the Western Riverside Council of Governments, and the Coachella Valley Association of Governments, agree on the importance of having a single entity in Riverside County developing demographic products and providing such products to data users; and

WHEREAS, these agencies also desire to establish a long-term process which allows each individual agency participation in the development and review of demographic products;

NOW, THEREFORE, IT IS RESOLVED that the participants in this MOU agree to form a Center for Demographic Research and further agree to adhere to the following guidelines in the formation, management and operations of the Riverside County Center for Demographic Research.

### **Riverside County Center for Demographic Research Program Governance**

- I. **The Governing Body:** The Governing Body will be comprised of elected representatives from Riverside County, the Western Riverside Council of Governments, and the Coachella Valley Association of Governments. The Governing Body will have the lead policy and decision-making authority for the adoption and/or endorsement of products of the Riverside County Center for Demographic Research.
- II. **Core Participant Team (CPT):** This team will be comprised of Executive Management from the County of Riverside TLMA, the University of California Riverside Campus, the Western Riverside Council of Governments, and the Coachella Valley Association of Governments, and will have the responsibility for recommending the annual overall work program and the identification of policy matters associated with the operations of the Center for Demographic Research, and will recommend such to the Governing Body. The CPT will also have responsibility to review products status and activities, which are part of the work of staff of the Center for Demographic Research. The CPT will also review the financial status of the Center for Demographic Research, as well as consider requests from additional agencies wishing to become CPT advisors, and will address other matters vital to the function of the Center for Demographic Research, and undertake additional tasks as requested by the Governing Body.
- III. **Management Oversight Committee:** The Management Oversight Committee will be comprised of the membership of the City Managers Technical Advisory Committees from both the Western Riverside Council of Governments and the Coachella Valley Association of Governments, and will be responsible for reviewing policy and budget recommendations, priority setting, recommendations, review and approval, as well as considering modifications to recommendations from the Technical Oversight Committee, to the CPT and the Governing Body.
- IV. **Technical Oversight Committee:** The Technical Oversight Committee will be comprised of the membership of the Planning Directors' Technical Advisory Committees from both the Western Riverside Council of Governments and the Coachella Valley Association of Governments, and will be responsible for the review of draft technical products, the coordination of inputs from outside interested parties, and the initial review of demographic assumptions, data and methods developed by the Center for Demographic Research, and will provide the Management Oversight Committee with recommendations regarding each of these areas.

## **Data sharing responsibilities and guidelines**

- I. Databases and applications developed and maintained for the Center for Demographic Research purposes shall remain under the oversight of the CPT. In the event that Center for Demographic Research is relocated from County of Riverside TLMA, all Center for Demographic Research functions and designations shall accompany the Center for Demographic Research.
- II. The CPT members agree by the execution of this document that no GIS or demographic data shared by the CPT members in the creation of databases or documents for the Center for Demographics Research will be resold or redistributed by any CPT member without the express written consent of the member agency that provided the data.

## **Products**

- I. The following initial products to be produced by the Center for Demographic Research shall include, but not be limited to:
  - A. County Projections
  - B. Census Data Center
  - C. TAZ data disaggregations for modeling purposes
  - D. Special studies and other Products, as determined through the governance structure discussed earlier.

## **Duration and terminations**

This MOU is to remain in effect for 3 years following it's execution by the parties to this MOU.

## **Funding**

UCR, CVAG and WRCOG will each contribute \$25,000 annually to Riverside County TLMA for purposes of supporting the CDR. Riverside County TLMA will hire and fund the Chief County Demographer position and will also make available its GIS unit hardware and software to support this effort.

## **Liability and Insurance**

Each party to this MOU hereby assumes any and all risks for personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Each CPT member warrants that it has adequate Worker's Compensation Insurance and liability insurance for its own employees. CPT members agree to indemnify and hold each other harmless from any obligations, costs, claims, judgments, attorney fees, and/or

attachments in any way connected with the services provided under this agreement, except as provided below.

### **Independent Contractor**

In the performance of all services and obligations under this agreement, both CPT and CPT members shall act as independent contractors. Neither is or shall be considered an employee or agent of the other.

### **Use of Names**

CPT agree not to use the names of the County of Riverside TLMA, the Center for Demographic Research, CPT, or Riverside County Transportation & Land Management Agency, in any commercial connection with work performed under this Agreement without prior written permission from the CPT members. CPT may use said names in ordinary internal business reports concerning this Agreement and may use the names of the Center for Demographic Research in non-commercial publicity announcing the results of the project.

The provisions of this Section of the Agreement shall survive for two (2) years beyond any termination date specified in Section III or any extension thereof.

### **Force Majeure**

Neither CPT members nor County of Riverside TLMA shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, strikes, labor disputes, or any similar cause beyond the reasonable control of CPT members or County of Riverside TLMA, provided the affected party notifies the other party of the delay in writing within ten days of the onset of the delay.

### **Assignment**

This Agreement shall inure to the benefit of and be binding upon and enforceable by the parties and their successors and permitted assigns. However, neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other.

### **Modification and Waiver**

None of the terms of the Agreement may be waived or modified except by an express agreement in writing signed by CPT members and County of Riverside TLMA. Modifications not documented in writing cannot be enforced. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or a modification by such party of such right.

### **Governing Law**

The validity and interpretation of this Agreement shall be governed by the laws of the State of California.

**Execution**

IN WITNESS THEREOF, County of Riverside TLMA, the University of California Riverside Campus, the Western Riverside Council of Governments, and the Coachella Valley Association of Governments have executed this Agreement on the date first herein written.

For the County of Riverside TLMA:

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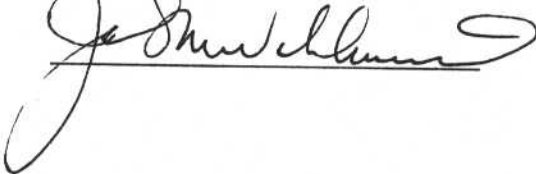
For University of California Riverside Campus:

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For the Western Riverside Council of Governments

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For the Coachella Valley Association of Governments



10/21/05

FORM APPROVED  
COUNTY COUNSEL  
BY   
OCT 19 2005  
COUNTY COUNSEL