



May 13, 2020

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STAFF

CAROLYN EMERY
EXECUTIVE OFFICER

TO: Local Agency Formation Commission

FROM: Executive Officer

SUBJECT: Memorandum of Understanding with California State University, Fullerton Auxiliary Services Corporation for Fiscal Years 2020-2023

DISCUSSION

The Center for Demographic Research (CDR), which was established in 1996, develops Orange County population, employment, housing and other demographic estimates and projections that are used by a variety of agencies for transportation and other planning activities. CDR is operated through the California State University, Fullerton (CSUF) Auxiliary Services Corporation, a 501(c)(3) public benefit, nonprofit corporation.

Since 2010, OC LAFCO has participated with several other regional agencies and organizations to receive services from CDR through a multi-year Memorandum of Understanding (MOU). The current three-year MOU (FYs 2017-2020) will terminate at the end of this fiscal year. The other regional agencies, which include the County, Transportation Corridor Agencies, Orange County Transportation Authority, Orange County Council of Governments, Orange County Sanitation District, Municipal Water District of Orange County (MWDOC), Orange County Water District (OCWD), and the Southern California Association of Governments, are considered "sponsors", while OC LAFCO is considered a "contributing partner." This distinction is made in recognition that OC LAFCO regularly contributes data and information to CDR about annexations and spheres of influence in exchange for a specified range of CDR products and services, as well as the ability to participate on CDR's technical and management committees. This distinction is also reflected in the level of financial support provided to CDR and incorporated in the MOU.

The new three-year MOU will include fiscal years 2020 through 2023. With the exception of MWDOC and OCWD, who share the cost of sponsorship, the contribution from the sponsors begins at approximately \$106,201 with annual increases over the three-year agreement (*Attachment A*), while the cost to OC LAFCO will be an annual flat rate of \$17,000 for each of the three years. This annual rate has been incorporated into the OC LAFCO budget for Fiscal Year 2020-21 and represents an increase of \$1,000 per year above the previous MOU.

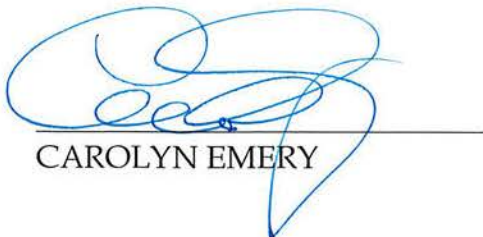
The specified range of services that OC LAFCO receives as a contributing partner includes: the preparation of an annual boundary change report that includes maps and data for year-to-year jurisdictional changes approved by the Commission, the CDR quarterly and annual reports (e.g., Orange County Projections), and access to information services and databases (e.g., Housing Inventory System and custom demographic estimates). The boundary change report is posted on the agency's website and serves as an additional resource to cities, special districts, the County, and the public. Additionally, OC LAFCO utilizes CDR's demographic estimates and projections for projects and efforts that include sphere of influence reviews and updates, Municipal Service Reviews, and the unincorporated areas program.

RECOMMENDATION

Staff recommends that the Commission:

1. Approve the three-year (Fiscal Years 2020-23) Memorandum of Understanding with CSU Fullerton Auxiliary Services Corporation for the Continued Operation of the Center for Demographic Research at California State University, Fullerton (*Attachment A*) in an annual amount of \$17,000 for a total amount of \$51,000.

Respectfully submitted,



CAROLYN EMERY

Attachment:

- A. Memorandum of Understanding for Center for Demographic Research for Fiscal Years 2020-2023

MEMORANDUM OF UNDERSTANDING
by and between
ORANGE COUNTY INTERESTS
and
CSU FULLERTON AUXILIARY SERVICES CORPORATION
for the
CONTINUED OPERATION OF THE CENTER FOR DEMOGRAPHIC RESEARCH
AT CALIFORNIA STATE UNIVERSITY, FULLERTON

This Memorandum of Understanding (“MOU”) is entered into between the County of Orange, Transportation Corridor Agencies, Orange County Sanitation District, Orange County Transportation Authority, Municipal Water District of Orange County, Orange County Water District, Orange County Council of Governments, Southern California Association of Governments (“SPONSORS”); the Orange County Local Agency Formation Commission (“CONTRIBUTING PARTNERS”) and the CSU Fullerton Auxiliary Services Corporation, (“ASC”), which is a 501 (c)3 California corporation organized under California law as an auxiliary organization of California State University, Fullerton (“CSUF”). This MOU is for the development of demographic data and related support products. Obligations and rights specified for CSUF in the MOU shall be exercised by the ASC.

WHEREAS, the development of demographic and related information for Orange County is a vital data source used for a wide range of local, subregional and regional applications, including, transportation 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 Orange County have recognized the benefit of having a local area expertise in developing demographic projections and associated products; and

WHEREAS, these SPONSORS, CONTRIBUTING PARTNERS, and CSUF agree on the importance of having a single entity in Orange 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; and

WHEREAS, the Center for Demographic Research (“CDR”) located at CSUF provides an opportunity to place demographic activities in a setting that accomplishes SPONSORS’ and CONTRIBUTING PARTNERS’ objectives and provides augmented educational opportunities for CSUF; and

WHEREAS, CSUF will be listed as a “SPONSOR” based upon their financial contribution as outlined in the budget in Attachment 1 and in-kind contributions for the balance of the remaining Sponsor seat; and

WHEREAS, the SPONSORS have worked cooperatively in supporting and organizing the Center for Demographic Research for 24 years and wish to continue their cooperation; and

WHEREAS, the CONTRIBUTING PARTNERS wish to participate in supporting the Center for Demographic Research beginning in Fiscal Year 2020/2021; and

NOW, THEREFORE, IT IS RESOLVED that the **SPONSORS, CONTRIBUTING PARTNERS**, and the **ASC** agree as follows:

I. The SPONSORS and CONTRIBUTING PARTNERS will fund the CDR for the next three years, subject to an annual review and two one-year options by the SPONSORS and CONTRIBUTING PARTNERS, for an annual total fee as set forth in Item IV below and Attachment 1.

II. Process and Structure

A. Orange County Projections

The Orange County Council of Governments (“OCCOG”) will be responsible for the approval of the Orange County Projections at the Regional Statistical Area level and subsequent to that action the County of Orange will approve the Orange County Projections. The OCCOG will work with CDR staff to integrate the Orange County Projections as approved into the Southern California Association of Governments (“SCAG”) Regional Growth Forecast. Sponsors will make good faith efforts to use the Orange County Projections data in all future forecasting and planning efforts.

B. Management Oversight

The Management Oversight Committee (“MOC”) shall meet at least four (4) times each year to (1) consider policy matters associated with the operations of the Center for Demographic Research, (2) review products status and activities which are part of the core Work Program, (3) review the Center for Demographic Research’s financial status and status of annual MOU signatures, (4) set CDR budget and modify staff salaries funded by this MOU (5) consider requests from additional agencies wishing to become sponsors or contributing partners, (6) modify budget and work program upon addition or termination of a sponsor or contributing partner, (7) address other matters vital to the function of the Center for Demographic Research, and (8) undertake additional tasks as requested by the SPONSORS.

The Management Oversight Committee will be comprised of staff representing the SPONSORS, CONTRIBUTING PARTNERS and CSUF. Each SPONSOR will have one voting member of equal standing on the Management Oversight Committee including one member jointly representing the Municipal Water District of Orange County and the Orange County Water District; each CONTRIBUTING PARTNER will have one non-voting Ex-Officio member. The designees from each SPONSOR, CONTRIBUTING PARTNER, and the university shall be named by

July 1 of each year. An organization may also designate an individual(s) to serve as an alternate member of the Management Oversight Committee. The committee chair and vice-chair will be elected for a three-year term.

C. Technical Oversight:

The Technical Advisory Committee (“TAC”) provides technical guidance and input into the development of each product produced under this MOU before they are reviewed by the Management Oversight Committee. The Technical Advisory Committee advises the Director of the Center for Demographic Research, as well as reports to the Management Oversight Committee. The Committee will include one voting representative from each SPONSOR including a member representing the Municipal Water District of Orange County and the Orange County Water District; each CONTRIBUTING PARTNER will have one non-voting Ex-Officio member. University participation on the Technical Advisory Committee will include at least one voting member from CSUF, and one voting member each from the University of California, Irvine and Chapman University. The Director of the Center for Demographic Research will coordinate with research centers at these universities to ensure data consistency. The designees from each SPONSOR, CONTRIBUTING PARTNER, and agency shall be named by July 1 of each year. The committee chair and vice-chair will be elected for a three-year term.

The Technical Advisory Committee shall schedule at least four (4) meetings each year. It will (1) provide a report to the Management Oversight Committee summarizing its meetings, (2) provide advice on the approach, techniques, data sources and methods used to develop new products, (3) facilitate the acquisition of data necessary to produce products, (4) provide suggestions on the interpretation and analysis incorporated into deliverables, (5) provide input on assumptions for the development of the growth projections, (6) provide review of deliverables prior to approval by the Management Oversight Committee and (7) undertake other tasks as identified by the Management Oversight Committee.

D. Transportation Modeling Data

The Orange County Transportation Authority (“OCTA”) will be responsible for the approval of all transportation modeling variables used in the Orange County Transportation Analysis Model (“OCTAM”) at the Traffic Analysis Zone level. The transportation modeling variables shall be consistent with the Orange County Projections, as approved by the Orange County Council of Governments and the County of Orange at the Regional Statistical Area Level. The OCTA and SCAG will exercise user agreements for their consultants to access the transportation modeling variables.

III. Duration and Terminations

This agreement will become effective upon execution and ends on June 30, 2023. A review of the performance of the Center for Demographic Research in meeting its obligations under this MOU will be conducted by the Management Oversight Committee throughout the term July 2020 through June 2023. This MOU may be extended and/or amended by mutual agreement of all signatories.

A party may terminate its participation under this MOU by giving each of the other parties sixty (60) days written notice thereof. Upon said notice of termination, the SPONSOR or CONTRIBUTING PARTNER terminating its participation shall pay the balance of fees owed by the SPONSOR or CONTRIBUTING PARTNER for that given fiscal year. Each fiscal year, the SPONSORS and CONTRIBUTING PARTNERS shall review and approve in writing the MOU, work program, and funding arrangement. Such written approval shall constitute a SPONSOR'S or CONTRIBUTING PARTNER'S agreement to participate in this Agreement. In the event that ASC wishes to terminate its participation, it shall reimburse the SPONSORS and CONTRIBUTING PARTNERS any advance payments, less an amount to cover expenses related to work in progress and less costs reasonably necessary to effect such termination. If a party wishes to withdraw from the agreement, said notice shall be affected by delivery of such notice in person or by depositing said notice in the United States mail, registered or certified mail, return receipt required, postage prepaid.

IV. Funding and Schedule

Respective fees shall be as follows for the following fiscal year:

Payment Schedule for 2020-2023	2020-2021	2021-2022	2022-2023	Three-Year Total
Orange County Transportation Authority	\$106,200.64	\$110,378.62	\$114,924.00	\$331,503.26
County of Orange	\$106,200.64	\$110,378.62	\$114,924.00	\$331,503.26
Orange County Council of Governments	\$106,200.64	\$110,378.62	\$114,924.00	\$331,503.26
Orange County Sanitation District	\$106,200.64	\$110,378.62	\$114,924.00	\$331,503.26
Transportation Corridor Agencies	\$106,200.64	\$110,378.62	\$114,924.00	\$331,503.26
Southern California Association of Governments	\$106,200.64	\$110,378.62	\$114,924.00	\$331,503.26
Municipal Water District of Orange County	\$53,100.32	\$55,189.31	\$57,462.00	\$165,751.63
Orange County Water District	\$53,100.32	\$55,189.31	\$57,462.00	\$165,751.63
Orange County Local Agency Formation Commission	\$17,000.00	\$17,000.00	\$17,000.00	\$51,000.00
NON-CSUF TOTAL	\$760,404.48	\$789,650.34	\$821,468.00	\$2,371,522.82
California State University, Fullerton	\$97,213.96	\$98,782.60	\$98,782.60	\$294,779.16
TOTAL	\$857,618.44	\$888,432.94	\$920,250.60	\$2,666,301.98

Payments shall be made in accordance with invoicing policies of the ASC according to the schedule below. SPONSORS and CONTRIBUTING PARTNERS will be invoiced at the beginning of each quarter. Quarterly payments equal to 25% of the annual fees shall follow invoices submitted according to the calendar below:

Fiscal Year 2020/2021:	July 2020, October 2020, January 2021, April 2021
Fiscal Year 2021/2022:	July 2021, October 2021, January 2022, April 2022
Fiscal Year 2022/2023:	July 2022, October 2022, January 2023, April 2023

SPONSORS and CONTRIBUTING PARTNERS shall pay one-quarter of their annual fees upon receipt of said invoices or may prepay for an entire fiscal year. Prepayment does not imply a discounted rate.

V. Administrative Representatives

- A. The Principal Investigator for the operations and management of the Center for Demographic Research and the conduct of this MOU is Deborah Diep, Director. The Assistant Director, Rubaiya Zaman, will serve as the Principal Investigator in the Director's absence. They are authorized to negotiate supplemental services with the SPONSORS, CONTRIBUTING PARTNERS, and Non-sponsors as noted in Section VII. Sydney Dawes, Director, ASC Office of Sponsored Programs is designated as the administrative representative for the ASC. Should the Principal Investigators become unavailable for any reason, no other Principal Investigator shall be chosen by CSUF or the ASC without the approval of the SPONSORS. Furthermore, the ASC agrees that the Management Oversight Committee shall make the recommendation on the selection of the Director or interim Director of the Center for Demographic Research and no Director or interim Director shall be appointed without approval of the Management Oversight Committee. The Management Oversight Committee will serve as the search committee if a search committee for the Director is required by the ASC.
- B. Equipment and furniture purchased by ASC under the terms of this MOU shall remain the property of the SPONSORS. In the event that the Center for Demographic Research is disbanded, the equipment remains the property of the SPONSORS and the Management Oversight Committee shall determine its disposition.
- C. Databases and applications developed and maintained for the Center for Demographic Research purposes shall remain under control of the SPONSORS. In the event that Center for Demographic Research is relocated from CSUF, all Center for Demographic Research functions and designations shall accompany the Center for Demographic Research.

VI. Additional Sponsorships and Revenues

Other agencies and entities can become sponsors or contributing partners of the Center for Demographic Research with unanimous agreement among the SPONSORS as determined by a vote of the Management Oversight Committee. Adjustments in sponsor fees found necessary resulting from the addition of sponsors shall be determined by the Management Oversight Committee with consultation from the Center for Demographic Research Principal Investigators.

The disposition of additional revenues generated through additional sponsors, and the sale of products and services to non-sponsors shall be determined by the Management Oversight Committee. The additional funds shall be prorated according to the respective sponsor fee. SPONSORS shall have the option of expending their share of the additional funds on CDR activities, products or equipment or having the funds returned to the SPONSORS at the end of the fiscal year.

VII. Products and Deliverables

- A. The Center for Demographic Research will produce the identified core Demographic Products and Services as described in Attachment 2 and listed in Attachment 3. Each SPONSOR will receive ten (10) copies in printed form and one (1) copy of estimates and projections in electronic form.
- B. The SPONSORS and CONTRIBUTING PARTNERS have the right to request supplemental products and support services from the Center for Demographic Research through a purchase order. Projects above the amount of \$25,000 shall be approved by the ASC. Such purchases may be entered into if the SPONSOR or CONTRIBUTING PARTNER agrees to pay ASC all additional costs resulting from the additional products or services, including an indirect cost of 22%, and if the activities do not interfere with the normal functioning of the CDR. If requests for additional products or services require interference with the normal functioning of the CDR as determined by the Management Oversight Committee or additional resources from the CDR's basic budget the proposal for such products and services will be forwarded to the Management Oversight Committee for their advice and consent prior to finalization of the agreement. In all cases, supplemental work for SPONSORS and CONTRIBUTING PARTNERS shall be assessed indirect costs of 22%.
- C. Non-sponsors can contract with the Center for Demographic Research through the ASC for its services or obtain supplemental products and support services from the Center for Demographic Research through a Non-sponsor purchase order. A list of these projects will be submitted to the MOC on a quarterly basis. If the Director assesses a proposed project contains a conflict of interest, conflict of time commitment, or interference with the normal functioning of CDR, the Management Oversight Committee will be informed of the request for services and will review it for any potential conflicts. The Director shall notify the Management Oversight Committee of any such proposed agreement and provide the committee with draft text and budget, before the intended start of work. The Management Oversight Committee shall review the proposed project for possible conflicts of interests, conflicts of time commitment, and budgetary adequacy. The Management Oversight Committee may at its discretion impose a surcharge of funds to be used at its discretion. Action on these matters may be taken only with the concurrence of a majority of the members of the Management Oversight Committee and all such supplemental work for Non-sponsors shall be assessed normal indirect costs of 22%.

- D. Use of revenues generated by the sale of products produced by the Center for Demographic Research shall be determined by the Management Oversight Committee. A quarterly report on product sales will be presented to the Management Oversight Committee.
- E. Additional projects should not adversely affect the schedule of deliverables unless otherwise agreed to by the Management Oversight Committee.

VIII. Sponsorship

This Agreement shall be signed by all SPONSORS and CONTRIBUTING PARTNERS by June 30, 2020 with the exception of the Southern California Association of Governments. The Southern California Association of Governments shall sign this Agreement by September 30, 2020. If all SPONSORS and CONTRIBUTING PARTNERS listed in Section XVIII do not sign by September 30, 2020, the work program and budget will be modified to reflect the committed funding. If any SPONSOR or CONTRIBUTING PARTNER does not sign this Agreement, the funding amounts of the remaining SPONSORS and CONTRIBUTING PARTNERS will not change. The remaining SPONSORS and CONTRIBUTING PARTNERS are not required to make up the difference in the reduced budget. Any SPONSOR or CONTRIBUTING PARTNER listed as an ORANGE COUNTY INTEREST that does not sign this Agreement forfeits all rights, services, and privileges as a CDR SPONSOR or CONTRIBUTING PARTNER unless otherwise negotiated. A formal status report on execution will be delivered at each Management Oversight Committee meeting until all SPONSORS and CONTRIBUTING PARTNERS sign this Agreement.

IX. 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. ASC warrants that it has adequate Worker's Compensation Insurance and liability insurance for its own employees. The ASC, the SPONSORS (the County of Orange, Transportation Corridor Agencies, Orange County Sanitation District, Orange County Transportation Authority, Municipal Water District of Orange County, Orange County Water District, Orange County Council of Governments, and Southern California Association of Governments), and the CONTRIBUTING PARTNERS (the Orange County Local Agency Formation Commission) agree to indemnify and hold each other, their respective officers, employees, students, agents, harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

X. Independent Contractor

In the performance of all services and obligations under this agreement, SPONSORS, CONTRIBUTING PARTNERS, and ASC shall act as independent contractors. None shall be considered an employee or agent of the other.

XI. Use of Names

SPONSORS and CONTRIBUTING PARTNERS agree not to use the names of the ASC or CSUF in any commercial connection with work performed under this Agreement without prior written permission from the ASC. SPONSORS and CONTRIBUTING PARTNERS may use said names in ordinary internal business reports concerning this Agreement and may use the names of the Center for Demographic Research and the Principal Investigators in non-commercial publicity announcing the results of the project.

ASC agrees not to use the names of SPONSORS and/or CONTRIBUTING PARTNERS in any commercial connection with this work without prior written permission from SPONSORS and/or CONTRIBUTING PARTNERS. ASC may use SPONSORS' and/or CONTRIBUTING PARTNERS' name in ordinary internal business reports concerning this agreement and in non-commercial publicity announcing the awarding of the contract.

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.

XII. Force Majeure

SPONSORS, CONTRIBUTING PARTNERS, and ASC shall not 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 SPONSORS, CONTRIBUTING PARTNERS, or ASC, provided the affected party notifies the other party of the delay in writing within ten days of the onset of the delay.

XIII. 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.

XIV. Modification and Waiver

None of the terms of the Agreement may be waived or modified except by an express agreement in writing signed by SPONSORS, CONTRIBUTING PARTNERS, and ASC. 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.

XV. Governing Law

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

XVI. Federal Statutes Relating to Nondiscrimination

ASC will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S. C. sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S. C. section 794), which prohibits discrimination on the basis of handicaps; (d) Age discrimination Act of 1975, as amended (42 U.S.C. sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.O. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-d and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirement of any other federal nondiscrimination statute(s) which may apply to the application.

XVII. Notices

Notices under this agreement shall be considered to be given if delivered by first class mail to the following addresses:

For SPONSORS:

Jessica Witt
County of Orange
10 Civic Center Plaza, 3rd Floor
Santa Ana, CA 92701

Marnie O'Brien Primmer
Orange County Council of Governments
3972 Barranca Pkwy, Suite J-127
Irvine, CA 92606

James D. Herberg
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92738-8127

Kurt Brotcke
Orange County Transportation Authority
550 S. Main Street
2nd Floor
Orange, CA 92868

Kome Ajise
Southern California Association of Governments
c/o Justine Block, SCAG Acting Chief Counsel
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017

Valarie McFall
Transportation Corridor Agencies
125 Pacifica, Suite 100
Irvine, CA 92618-3304

Robert Hunter
Municipal Water District of Orange County
18700 Ward Street
Fountain Valley, CA 92728

Michael R. Markus
Orange County Water District
18700 Ward Street
Fountain Valley, CA 92728-8300

Danny C. Kim
Administration and Finance, California State University, Fullerton
800 N. State College Blvd., LH-802
Fullerton, CA 92831-3599

For CONTRIBUTING PARTNERS:

Carolyn Emery
Orange County Local Agency Formation Commission
2677 N. Main Street, Suite 1050
Santa Ana, CA 92705

For CSU FULLERTON AUXILIARY SERVICES CORPORATION

Sydney Dawes, Director, ASC Office of Sponsored Programs
CSU Fullerton Auxiliary Services Corporation
1121 N. State College Blvd.
Fullerton, CA 92831-3014

XVIII. Execution

IN WITNESS THEREOF, the SPONSORS, CONTRIBUTING PARTNERS, and the ASC have executed this Agreement on the date first herein written. This Agreement is to be signed in counter parts.

For the CSU Fullerton Auxiliary Services Corporation:

Charles D. Kissel, Executive Director

Date

For the County of Orange:

Frank Kim, County Executive Officer

Date

For the Orange County Council of Governments:

Marnie O'Brien Primmer, Executive Director

Date

For the Orange County Sanitation District:

James D. Herberg, General Manager

Date

For the Orange County Transportation Authority:

Darrell Johnson, Chief Executive Officer

Date

For the Southern California Association of Governments:

Kome Ajise, Executive Director

Date

For the Foothill/Eastern Transportation Corridor Agency:_____
Michael Kraman, Chief Executive Officer_____
Date**For the San Joaquin Hills Transportation Corridor Agency:**_____
Michael Kraman, Chief Executive Officer_____
Date**For the Municipal Water District of Orange County:**_____
Sat Tamaribuchi, President of the Board_____
Date_____
Robert Hunter, General Manager_____
Date**For the Orange County Water District:**_____
Vincent Sarmiento, President_____
Date_____
Michael R. Markus, General Manager_____
Date**For the Orange County Local Agency Formation Commission:**_____
Cheryl Brothers, Chair_____
Date**For California State University, Fullerton:**_____
Danny C. Kim, Vice President for
Administration & Finance/CFO_____
Date

**Attachment 1: Center for Demographic Research
Annual Budget: July 1, 2020 through June 30, 2023**

		2020-21	2021-22	2022-23	
1	Salaries	\$434,339.26	\$446,889.06	\$467,736.62	
2	Benefits	\$184,459.49	\$191,881.70	\$201,114.20	
3	Supplies	\$7,000.00	\$7,000.00	\$7,000.00	
4	Printing & Publications	\$8,500.00	\$12,500.00	\$8,500.00	
5	Meetings, Mileage, & Training	\$1,950.00	\$1,950.00	\$1,950.00	
6	Equipment	\$500.00	\$500.00	\$500.00	
7	Expenses	\$636,748.75	\$660,720.77	\$686,800.82	
8	Federally-negotiated Indirect Cost (IDC) / Overhead: 37%	\$235,597.04	\$244,466.68	\$254,116.30	
9	Office space rent (not subject to IDC)	\$80,784.96	\$82,353.60	\$82,353.60	
10	(A) Gross Total Program Costs	\$953,130.75	\$987,541.05	\$1,023,270.72	
11	Contributions toward IDC				
12	Non-CSUF SPONSORS/Contributing Partner (22.0%)	\$140,084.73	\$145,358.57	\$151,096.18	
13	CSUF contribution (IDC reduction from 37% to 22%)	\$95,512.31	\$99,108.11	\$103,020.12	
14	Total Indirect Cost (IDC) / Overhead	\$235,597.04	\$244,466.68	\$254,116.30	
15	CSUF Contribution Summary				
16	Office space rent: 100% ¹	\$80,784.96	\$82,353.60	\$82,353.60	
17	Administrative Asst. salary support from HSS Dean ¹	\$16,429.00	\$16,429.00	\$16,429.00	
18	Subtotal of CSUF Monetary Contributions	\$97,213.96	\$98,782.60	\$98,782.60	
19	IDC / Overhead (Rate reduction from 37% to 22%) ²	\$95,512.31	\$99,108.11	\$103,020.12	
20	(B) Total CSUF Contribution	\$192,726.27	\$197,890.71	\$201,802.72	
21	NET CDR BUDGET TOTAL: (A) - (B)	\$760,404.48	\$789,650.34	\$821,468.00	
22	Contributing Partner (no seat): LAFCO	\$17,000.00	\$17,000.00	\$17,000.00	
23	Cost per Sponsorship Seat= (Net Budget – LAFCO)/ 7 remaining seats	\$106,200.64	\$110,378.62	\$114,924.00	
	Number of Voting Seats				
24	OCTA	1	\$106,200.64	\$110,378.62	\$114,924.00
25	COUNTY	1	\$106,200.64	\$110,378.62	\$114,924.00
26	OCCOG	1	\$106,200.64	\$110,378.62	\$114,924.00
27	OCSD	1	\$106,200.64	\$110,378.62	\$114,924.00
28	TCA	1	\$106,200.64	\$110,378.62	\$114,924.00
29	SCAG	1	\$106,200.64	\$110,378.62	\$114,924.00
30	MWDOC	0.5	\$53,100.32	\$55,189.31	\$57,462.00
31	OCWD	0.5	\$53,100.32	\$55,189.31	\$57,462.00
32	CSUF	1	see above	see above	see above
33	LAFCO	0	\$17,000.00	\$17,000.00	\$17,000.00
34	TOTAL	8	\$760,404.48	\$789,650.34	\$821,468.00

¹Monetary contribution

²Non-monetary contribution (rate reduction); not included in IV. Funding and Schedule: Payment Schedule for 2020-2023, Page 4.

Attachment 2
Proposed CDR 2020-2023 Services and Products

REPORTS

Orange County Progress Report

Produce an annual Orange County Progress Report. This document presents a unified and a comprehensive picture of Orange County and its 34 cities including its economic health, its demographic status and trends, and other information of interest to those who might wish to relocate to Orange County, do business in the County, or otherwise have an interest in the economic and demographic status and future of Orange County.

Orange County Projections

Preparation and development of OCP-2022 will begin during this three-year MOU. Incorporate 2020 Decennial Census data into OCP-2022 base year dataset. Complete OCP-2022 dataset and adoption. Following the adoption of OCP-2022, produce a report containing assumptions, tables, charts, maps, and methodology. The OCP dataset contains population, housing, and employment projections by 2020 census tract, jurisdiction, Community Analysis Area, and Regional Statistical Area for a 25-year period. This iteration will include agency boundaries for MWDOC, OCSD, & OCWD.

Orange County Facts and Figures

Update quarterly the Orange County Facts and Figures. This document focuses on the most frequently asked questions about Orange County demographics and related information.

Boundary and Annexation Report

Working with information provided by OC LAFCO, CDR staff will produce an annual report of the jurisdictional boundary changes. This multi-page report will contain a map of the year to year boundary changes and a table listing the area change and specific annexations and incorporations for each calendar year. Detailed annexation and vicinity maps from OC LAFCO's approved changes of organization documents will also be included in the report. For ease of reference and to make the information publically available, the report will be posted on OC LAFCO's website.

Housing Activity Report

Using information from the Housing Inventory System (HIS), CDR staff will produce an annual report on the housing construction and demolition activity by jurisdiction. Information will be released in aggregate form at the jurisdiction level in a PDF.

PUBLIC INFORMATION SERVICES

Provide Public Information on Orange County Demographics as Requested

Provide information in response to numerous requests made by government agencies, elected officials, private companies, non-profit organizations, schools, students, and citizens regarding demographic and related information about Orange County.

Maintain CDR Website

Update the information currently on the CDR website on a regular basis and expand as information becomes available.

Provide Information and Analysis to News Media

Provide information, description, interviews, and analysis of demographics to news media to assist them in doing stories where demographics is the focus.

Update RHNA Allocations

Develop allocations of 2020 RHNA for annexations and incorporations as requested. Provide data support to local jurisdictions and SCAG during development of the 2020 RHNA. Monitor RHNA development process to ensure Orange County data is incorporated.

Process Decennial Census and American Community Survey Data

Process Bureau of Census data as it pertains to development of the Orange County Projections and at the request of CDR Sponsors.

State Data Center Affiliate

The CDR will serve as a State Data Center Affiliate to the Demographic Research Unit of the California Department of Finance. As an Affiliate, CDR will assist the SDC and Orange County in disseminating census data and improving public access to census data products consistent with services CDR already provides.

DATA BASES

Housing Inventory System

The Housing Inventory System (HIS) is a data system that includes all changes to each jurisdiction's housing stock, including 2017 and 2019 changes to accessory dwelling units. Data is collected at the address level and converted into a GIS database by geocoding. After geocoding, quality analysis efforts include tying activity to parcels. Depending on the jurisdiction, different documents are used to record added units including certificates of use and occupancy, utility release log, or building final documents. Demolitions and conversions are recorded through other recordation. Changes to the mobile home inventory will be verified with HCD. This project includes an annual review and sign off process by each jurisdiction of their geocoded data to ensure accuracy.

Census Data by Partial TAZ

Update the correspondence tables of 2020 Census blocks to the TAZs after release of Census Bureau data and GIS shapefiles. As the various census files become available, transportation modeling variables and other key variables useful for projecting the modeling variables will be aggregated to TAZ.

Calibrate Age Cohort Component, Shift-Share and Headship Rate Models

Based on data from the Census Bureau, DOF, and EDD data, calibrate the models used to project county-wide population, housing and employment.

Master Polygon File

Update master polygon file based on the 2020 Census block file for use in development of OCP dataset and annual population and housing unit estimates. Allocate Census block data to TAZ, CAA, RSA, MWDOC, OCSD, and OCWD. Working with information from OC LAFCO, the master polygon file will be updated annually to include changes to agency boundaries: jurisdiction, MWDOC, OCSD, and OCWD.

Population and Housing Estimates by TAZ (OCP)

Estimates of population and housing by unit type will be developed using the 2010 Census and American Community Survey data at the split TAZ. From 2014 onwards, housing unit changes will be geocoded and aggregated to the TAZ. Annual estimates of population and housing will be produced by TAZ for maintenance of the OCP base file.

Annual Population and Housing Estimates by Partial Census Tract and Sponsor Agency

Estimates of population and housing units developed using the 2020 Census for each of the special district sponsors will be updated annually. From 2014 onwards, annual estimates (January 1) of population and housing will be produced by partial census tract and for each of the special district sponsor agencies: MWDOC, OCSD, and OCWD.

Project Total County Population, Housing, and Employment

Draft assumptions for OCP-2022 will be developed and reviewed by the CDR TAC. These will then be incorporated into the macro level models used to project population, housing, and employment. The resulting projections will be reviewed by the CDR TAC and MOC and then brought to the OCCOG TAC and Board for approval as the controls totals for OCP-2022.

Projected Population, Housing and Employment by TAZ (OCP)

Preparation and development of OCP-2022 will begin during this MOU cycle. Countywide population, housing, and employment for years 2020 through 2050 will be allocated to Traffic Analysis Zones split by jurisdictions. Following the allocation, extensive review and refinement will occur to assure the accuracy of the projections.

Secondary Variables by TAZ (OCTAM)

The basic projected population, housing, and employment from OCP-2022 will be expanded to the 14 OCTAM variables. These variables will include resident population, group quarters population, employed residents, median income, occupied single family dwelling units, occupied multiple family dwelling units, household size, retail employment, service employment, K-12 public school employment, all other employment, school enrollment, university enrollment, and area. Preparation of the base year OCTAM data for OCP-2026 will begin in this MOU cycle.

Entitlement Dataset & Support Services

Provide support to Orange County jurisdictions in the development of the entitlements database and other data requested by SCAG during the development of the 2020 & 2024 RTP/SCS. Monitor development process to ensure Orange County data is incorporated.

Consolidated Boundary and Annexation Program (CBAS)

CDR staff will report annual jurisdictional boundary and feature changes through a new, voluntary program of the U.S. Census Bureau that allows for a consolidated annual review of jurisdiction boundaries. This review will be done using the official County Surveyor/OC LAFCO jurisdiction GIS boundary file. Orange County jurisdictions will be able to opt in or out of this CDR service annually. CDR will notify each participating jurisdiction and OC LAFCO of the outcome of the BAS review, i.e., whether there were any areas where jurisdiction boundaries needed to be corrected.

COMMITTEES**Participate in Sponsor Technical Advisory Committees as Requested**

Participate in appropriate Sponsor technical advisory committees including, OCCOG TAC, County's Demographic Steering Committee, OCTA's Modeling TAC, Orange County Sanitation District's Planning Advisory Committee, Water Use Efficiency Project Advisory Committee, and SCAG's Technical Working Group and other regional working groups.

Coordinate with SCAG and SCAG Committees

This service revolves around the incorporation of OCP into the SCAG growth forecast. This service includes participation in SCAG expert panels and workshops to develop assumptions for their population and employment projections; monitoring the discussions relevant to the development of SCAG's growth forecast at SCAG policy committees and subregional coordinator meetings; and coordinating with relevant SCAG staff on this issue.

Coordinate with University Research Centers

CDR staff will coordinate with UCI and Chapman University research centers to ensure consistency between the CDR's forecast and estimates and those produced by these institutes.

2020-2023 LAFCO FUNDED PROJECT: Sphere of Influence Estimates

CDR will update its master polygon file on an annual basis with changes to the sphere of influence (SOI) boundaries. CDR will produce annual estimate of January 1 population and housing for each of the SOI polygons upon completion of the annual Housing Inventory System to maintain this information in preparation for the 2018-2022 OC LAFCO municipal service review cycle.

Boundary and Annexation Report: Working with OC LAFCO over the three-year MOU cycle, CDR will attempt to build a historical reference collection of these reports going back to 2000 as information is available.

NEW PROJECTS & SERVICES

Modifications to OCTA Traffic Analysis Zones

CDR will work with OCTA on an update to their Orange County Transportation Analysis Model Traffic Analysis Zones (OCTAM TAZs) to align with roads and communities that have been built and future developments which are now formally detailed. Once the 2020 Census block geographic boundaries are available, the CDR will work with OCTA from July to December 2020 to update the OCTAM TAZ boundaries by incorporating any additional changes OCTA has requested and finalize any other requested or suggested changes to the TAZ boundaries in preparation for the OCP-2022. 2020 base year estimates to be reviewed by jurisdictions in summer 2021.

Orange County Projections 2022 Geographies- Tier 3/City TAZ Pilot Program

CDR will complete a pilot program of three cities, which already have comparable data at the Tier 3/city TAZ level, to expand the OCP split OCTAM-TAZ geographies to the city/Tier 3 TAZs for OCP-2022. The city-TAZs nest into the OCTAM TAZs. This data will also be provided to SCAG for use in their modeling efforts at the Tier 3 level. The OCP-2022 working geographic unit would be the split Tier 3 TAZ. The OCTAM modeling dataset would still be developed and provided to OCTA at the OCTAM TAZ (Tier 2) level. The pilot program would potentially be a first-phase effort to incorporate the city/Tier 3 TAZ for the three volunteer cities (Anaheim, Irvine, and Newport Beach) into the CDR minimum planning unit database for OCP.

Special Decennial Census Edition of the Facts & Figures

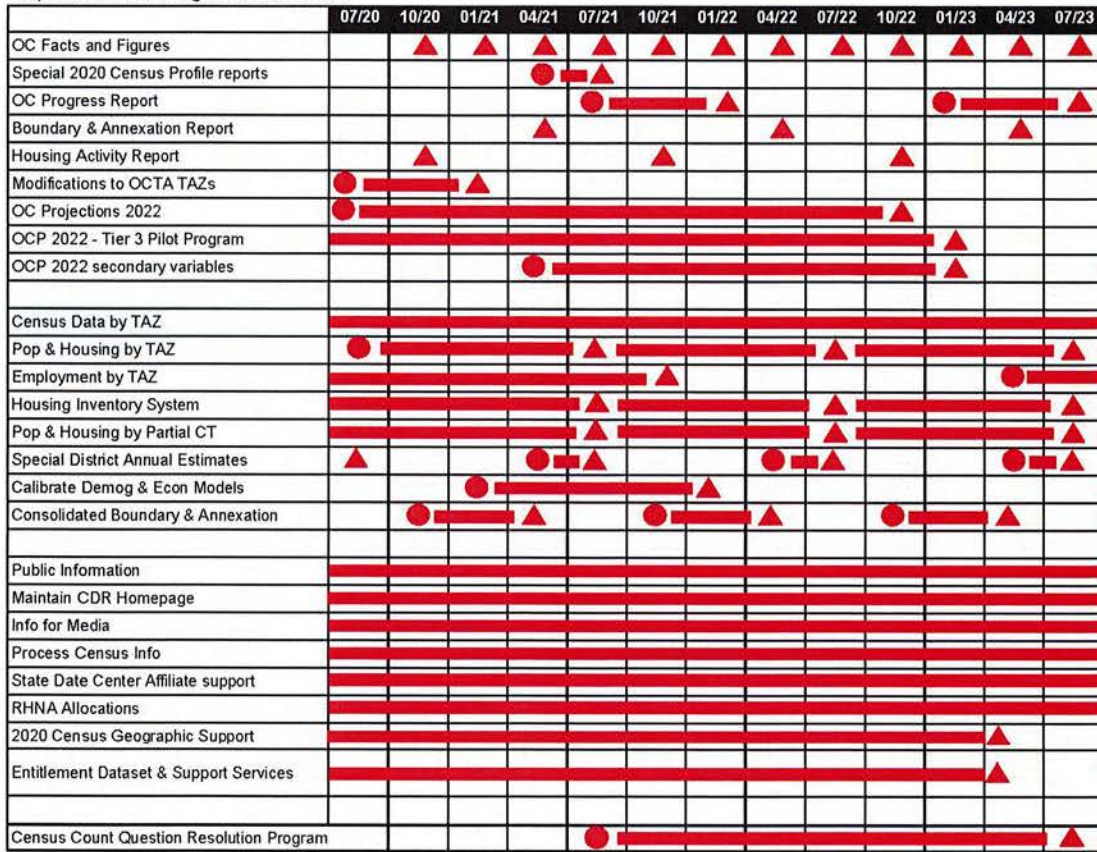
This multi-page document will include county and city/community data from the 2020 Decennial Census on population and housing. It will also show growth and changes since the 2010 Decennial Census. This document will be electronic and posted online for free download.

Census Bureau Count Question Resolution (CQR) Program Support

CDR staff will provide maps to Orange County jurisdictions to verify 2020 Census jurisdictional boundaries and total population and housing unit counts by census block. CDR staff will assist Orange County jurisdictions in documenting errors found during the review process by providing maps to be used in their responses to the U.S. Census Bureau Count Question Resolution program.

Attachment 3

Proposed Draft Work Program 7/2020 - 6/2023



● Startup
▲ Milestone/Completion