

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

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MEMORANDUM

TO: Mayor Manier and City Council
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: Resolution – Partial Special Census Authorization
DATE: April 27, 2017

The City's current population as of the 2010 Census is 15,134. Staff has issued building permits for 514 new housing units since then, some of which include traditional multi-family residential as well as senior housing at the Villas of Hollybrook. Most of these units are now occupied. The average household size for owner-occupied units as of the 2010 Census is 2.7 and the average size of renter-occupied units is 2.08. Based on a conservative estimate of the housing unit multiplier, staff figures the new housing counts would add 1,013 to the current population.

Staff received a cost estimate of \$113,570 recently from the Census Bureau to complete a partial Special Census. This would complete all of the work necessary to count all of those people and housing units within each of the block groups that have experienced the highest rates of growth since the last Census. The Census Bureau anticipates the total time needed to complete the Special Census as approximately 9-10 months from the time it receives a signed Memorandum of Agreement (MOA). The City would also need to pay \$89,224 in advance. This pays for expenses related to the administrative and technical work performed by Census headquarters and regional personnel; printing and preparation of enumeration questionnaires and related materials; map preparation; tabulation expenses; the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federate rate per day, traveling expenses, and overhead; and other incidental costs. The remaining \$24,346 is held by the City to pay local people that are hired to work on the Special Census. **Please note:** 1) There could be an additional expense for the rental and furnishing of space for the temporary workers; and 2) Since this is not included in the FY 17-18 budget, a budget amendment would be needed to include this item.

Assuming some time to hire and accommodate the temporary Census employees and any other administrative needs of the Census Bureau, the work should be completed by August 2018. Once the Census Bureau certifies the population and housing unit counts, these would be sent to the Illinois Department of Revenue (IDOR), which has indicated the new population would be confirmed for its use within 15-45 days.

The City completed a Special Census in 2004 following the annexation of Washington Estates and a higher rate of residential growth. While there has not been as much residential growth in this decade compared to the prior, there appears to be enough for the benefits to outweigh the costs. Illinois municipalities receive shared funds from the State for income, use, and motor fuel taxes on a per capita basis. The Illinois Municipal League has estimated in August the total of those three sources to be \$151.90 for FY 2017. The 2020 Census populations are projected to be certified around June 2021 based on past history. Based on the possible acknowledgement of IDOR of the new population in September 2018 and the 2020 Census population certification in June 2021, the City could expect new revenue in the neighborhood of \$400,000.

A resolution with the MOA is attached for your consideration. The Census Bureau needs to be in receipt of an approved MOA along with the necessary advance funding by September 30. Following that date, the Census Bureau begins preliminary work on the 2020 Census. The Finance and Personnel Committee discussed this at its meeting on April 17 and recommended approval for the partial Special Census at the May 1 City Council meeting. Staff would also recommend approval of this project at a cost of \$113,570 plus any additional slight cost increases for space and furnishings.

Resolution No. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
AGREEMENT BETWEEN THE CITY OF WASHINGTON AND THE UNITED STATES
CENSUS BUREAU**

WHEREAS, it is in the best interest of the City to have a partial Special Census performed by the United States Census Bureau:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF WASHINGTON, TAZEWELL COUNTY, that:**

The Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute a Memorandum of Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked Exhibit "A", and by reference expressly made a part hereof, and to execute and deliver any and all documents necessary for the effectiveness thereof.

PASSED AND APPROVED this _____ day of _____, 2017.

AYES _____

NAYS _____

Mayor

ATTEST:

City Clerk



Memorandum of Agreement
Through Which
The City of Washington, Tazewell County Illinois
Is Purchasing a Special Census
From the U.S. Census Bureau

Agreement No. **25124**

1) Parties and Scope

This document establishes an agreement between the **City of Washington, Tazewell County, Illinois** (Governmental Unit) and the Field Division, U.S. Census Bureau (Census), through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 U.S.C. § 196.

2) Authority

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the "Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in Section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated 'Official Census Statistics.' These statistics may be used in the manner provided by applicable law."

3) Confidentiality

The data, including individual information collected by the enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9, and the questionnaires shall be controlled by and returned directly to the authorized representative of the Census Bureau. All such special census questionnaires and all other papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance and they must take Title 13 awareness training. Any access to Title 13 data at *the Governmental Unit's facility* is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy Committee upon assurance that the facility and information technology security meet Census Bureau requirements.

4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will achieve full cost recovery for the goods and services it is providing under this agreement:
 - i) The Census Bureau shall designate one or more experienced employees to direct the taking of the special census.
 - ii) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of enumerators, crew leaders, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.
 - iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results. This count, which shall be as of the date of the special census, will be provided in writing and signed by an appropriate Census Bureau official.
 - iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.

The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13 United States Code to protect the confidentiality of respondents.

The Census Bureau can only use the special census counts in the intercensal population estimates program if:

- (a) the entire area of a governmental unit is included in the special census,
- (b) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and
- (c) the boundaries are reported to the Census Bureau for processing by April 1 of the estimates year, and
- (d) final approved counts from the Special Census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a special census for only a portion of their area, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates. The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- b) The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census:
 - i) The Governmental Unit shall update maps of the proposed census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.
 - ii) The Governmental Unit shall supply, free of charge, satisfactory office quarters equipped with telephone(s), office furniture, photocopier, fax machine, and other equipment and furnishings as determined necessary and proper by the Census Bureau. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.

- iii) In taking the special census, the Governmental Unit is directly responsible for recruiting and compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Governmental Unit shall recruit sufficient qualified applicants for enumerators, crew leaders, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Governmental Unit shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.
- iv) Notwithstanding the Governmental Unit's responsibility for recruitment and compensation, such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder. The Census Bureau reserves the right to reject any persons recommended by the Governmental Unit if such persons fail to meet the established employment standards.

In the event that sufficient suitable applicants are not furnished by the Governmental Unit for the necessary positions and the Census Bureau must expend funds to obtain applicants to fill the remaining positions, the Governmental Unit agrees to reimburse the Census Bureau for those additional expenses. This will increase the costs estimated in (b)(v) and (b)(vi) below. In addition, if the Governmental Unit fails to provide sufficient suitable applicants, delays in completing the special census may occur.

- v) The Governmental Unit shall pay directly enumerators, crew leaders, and others hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau.
 - (1) The compensation of such enumerators, crew leaders, and others shall be paid to them directly by the Governmental Unit upon approval by the designated Census Bureau employee. The Governmental Unit shall pay or withhold from the compensation paid to the enumerators, crew leaders, and others locally employed all amounts necessary for Social Security, federal, state, and local income tax, continuation of pay, or other sums required to be paid or withheld by federal, state, or local laws. The amount necessary to cover these expenses, not including worker's compensation and continuation of pay, is estimated to be **\$24,346**. The Governmental Unit agrees that these funds will be available for disbursement upon approval of the designated Census Bureau employee.
 - (2) The Government Unit shall reimburse the Census Bureau for all funds expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.

- (3) The Governmental Unit shall reimburse the Census Bureau and/or the United States for all funds expended in the processing, investigation and defense of all administrative and/or judicial claims regarding the actions of temporary employees arising from their employment pursuant to this Memorandum of Agreement (MOA). In addition, the Governmental unit agrees to indemnify the Census Bureau and/or the United States for any settlements and/or judgments incurred by the latter as a result of the actions of temporary employees arising from their employment pursuant to this MOA.
- vi) In addition to the salary expenses to be paid directly by the Governmental Unit to all temporary employees hired locally, the Governmental Unit agrees to pay all other expenses related to the taking of the special census, including but not limited to
- (1) administrative and technical work performed by headquarters and regional personnel;
 - (2) printing and preparation of enumeration questionnaires and related materials;
 - (3) map preparation;
 - (4) tabulation expenses;
 - (5) the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and
 - (6) other incidental expenses incurred by the Census Bureau in completing the special census. Based on an estimate of the population of **2,315** the estimated cost for these services is **\$89,224**. A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and billing or refund made as appropriate. This payment is for Census Bureau costs referenced in this item and excludes those directly payable by the Governmental Unit under item (b)(v) above.
- vii) In accordance with (b)(vi), if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice. A late charge shall be imposed on the overdue amount for each 30-day period or portion thereof during which the remittance is due. The late charge will be based on a percentage rate equal to the current value of funds to U.S. Treasury in accordance with Treasury fiscal requirements.
- c) Notwithstanding the Governmental Unit's direct payment of compensation, all temporary enumerators, crew leaders, and others hired locally to conduct the special census are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (b)(v)(3) herein regarding reimbursement and indemnification requirements).

5) Transfer of Funds

On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

6) Contacts

Mr. Hector X. Merced
Chief, Special Census Branch
U.S. Census Bureau
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Field Division
Special Census Branch
5H025
Washington, D.C. 20233
301-763-1429
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The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

7) Duration of Agreement, Amendments, and Modifications

This agreement will become effective when signed by all parties. The agreement will terminate on **March 23, 2019**, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30** days written notice to the other party. This agreement is subject to the availability of funds.

8) Resolution of Disagreements

Should a disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

9) Termination Cost

If the **City of Washington** cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

FOR THE GOVERNMENTAL UNIT

BY: _____

NAME: _____

DATE _____

TITLE: _____

AGENCY: _____

FOR THE CENSUS BUREAU

BY:  _____

3/2/18

Albert E. Fontenot, Jr.

DATE

Assistant Director for Field Operations

Bureau of the Census