



Memorandum of Agreement
Through Which
The Town of Prescott Valley, Yavapai County, Arizona
Is Purchasing a Special Census
From the U.S. Census Bureau

Agreement No. **31064**

1) Parties and Scope

This document establishes an agreement between the **Town of Prescott Valley, Yavapai County, Arizona** (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 **\$416,496**. 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 **46,044** the estimated cost for these services is **\$328,387**. 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. Michael A. Hall
Chief, Special Census Branch
U.S. Census Bureau
4600 Silver Hill Road
Field Division
Special Census Branch
5H023
Washington, D.C. 20233
301-763-1429
301-763-4851
Michael.a.hall@census.gov

Town of Prescott Valley
Attn: Mr. Joe Scott
7501 E. Civic Circle
Prescott Valley, AZ 86314
928-759-3057
928-583-6857 Fax
jscott@pvaz.net

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 **February 20, 2017**, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30** day's written notice to the other party. This agreement is subject to the availability of funds.

8) Resolution of Disagreements

Should 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 **Town of Prescott Valley** 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:

Timothy P. Olson DATE:
Chief, Field Division
Bureau of the Census



**Michael A. Hall , Chief
Special Census Branch
Field Division**

Facsimile Transmission Cover Sheet

To: Table Maintenance Unit

Division/Title: Finance

Fax #: 301-763-4622

Number of pages: 3 **(including cover sheet)**

INSTRUCTIONS:

If the **Town of Prescott Valley** decides to conduct a special census the community's Tax Identification Number (TIN) will be needed for refund or billing purposes.

In the highlighted area of the **Customer Registration form (CRF)** please provide the community's TIN. **Fax only the CRF** to the Table Maintenance Unit, using **this** fax cover sheet.

Sender's name: _____ Sender's Fax #: _____

Date: _____

Attn:

Table Maintenance Unit please inform the Special Census Staff member below when the task is complete.

From Special Census Staff member: Pat Paytas

Phone #: 301-763-1429



FORM BC-1862(ef)
(3-14-2007)

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

CUSTOMER REGISTRATION FORM

URGENT

(Please complete electronically and print (to fax or mail) or save (to send via e-mail))

REQUESTING DIVISION INFORMATION (For Internal U.S. Census Bureau Use Only)

Division Name Field/Special Census	Project Number	CUSTOMER NO: (if update)	
Requester's Name Pat Paytas	<input checked="" type="checkbox"/> New Customer Application <input type="checkbox"/> Updated Customer Information		
Requester's Signature <i>Pat Paytas</i>	Telephone No. (301) 763-1429	Date 2/20/15	

CUSTOMER: If you intend to make payment(s) to the U.S. Census Bureau for work or services provided to you, you will be considered a Census Bureau customer and must be registered in our accounting system. The Census Bureau will use the information provided on this form only for the purposes of billing/payment activities and customer status reporting of expenses (federal customers only). The information you provide will be used by authorized personnel only.

Please Mail or Fax Completed CRF to address indicated below:

Table Maintenance Team (TMT)
Finance Division
U.S. Census Bureau, Room 2K104
Washington, DC 20233-4400

or Submit by e-mail at: (TMT)

fin.table.maintenance.team.list@census.gov

Please put Customer Registration Form in the subject line.

VOICE: (301) 763-1213
FAX: (301) 763-4622

If a question does not apply to you or your organization, write **N/A** (Not Applicable) in that box. If you do not know the information requested, please read the "Instructions for Completing Customer Registration Form (CRF)" for specific help.

1. CUSTOMER NAME

A. Customer Type (Mark (X) from list of values below.)

<input type="checkbox"/> Federal	<input type="checkbox"/> Consumer/Individual	<input checked="" type="checkbox"/> State/Local government	<input type="checkbox"/> Foreign Private
<input type="checkbox"/> Commercial	<input type="checkbox"/> Deposit Account	<input type="checkbox"/> Foreign Official/Government	<input type="checkbox"/> Not-for-Profit

B. Name of Department

C. Name of Agency/Organization
Town of Prescott Valley

D1. Federal Customers

a. Agency/Bureau FEIN/EIN (FED CUSTOMERS MANDATORY) 9 digits

b. Agency/Bureau ALC Code (MANDATORY) (8 digits)

c. Federal Agency Code (MANDATORY)

d. OMB MAX System Code (per OMB Circular A-11, Appendix C)

e1. DOC BUREAU: <input type="checkbox"/> Yes <input type="checkbox"/> No	e2. If Yes, IntraCommerce Code
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f. DUN's Number (9 digits) _____	g. Payment by IPAC <input type="checkbox"/> Yes <input type="checkbox"/> No
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D2. Non-Federal Customers

Organization Tax Identification Number (TIN), Employer Identification Number (EIN), or Social Security Number (SSN) (Mandatory except for foreign organizations) 9-digits

2. CONTACT INFORMATION

A. Contact type – Mark (X) one. Invoice Financial Acceptance

1. Name of Contact – First Middle Last
Joe Scott

2. Title of Contact
Planner

3a. Mailing Address – Number and street
7501 E. Civic Circle

b. City
Prescott Valley

c. State
AZ

d. ZIP Code
86314

4. Country
U.S.

5a. Telephone No.
928-759-3057

b. FAX
928-583-6857

6. E-mail Address
jscott@pvaz.net

B. Contact type – Mark (X) one. Invoice Financial Acceptance

1. Name of Contact – First Middle Last
Richard Parker

2. Title of Contact
Community Development Director

3a. Mailing Address – Number and street
7501 E. Civic Circle

b. City
Prescott Valley

c. State
AZ

d. ZIP Code
86314

4. Country
U.S.

5a. Telephone No.
928-759-5051

b. FAX
928-583-6851

6. E-mail Address
rparker@pcaz.net

C. Contact type – Mark (X) one. Invoice Financial Acceptance

1. Name of Contact – First Middle Last

2. Title of Contact

3a. Mailing Address – Number and street

b. City

c. State

d. ZIP Code

4. Country

5a. Telephone No.

b. FAX

6. E-mail Address



U.S. Census Bureau
Table Maintenance Team

Instructions for Completing Customer Registration Form (CRF)

PURPOSE: The purpose of this form is to provide general contact information and mandatory payment information to the U.S. Census Bureau for the purposes of billing/payment activities and Customer status reporting of expenses (for federal customers only). This information is required as set forth in OMB Circular A-11, Appendix C – Listing of OMB Agency/Bureau and Treasury Codes . The Census Bureau will use this information only for the purposes stated in the references cited above and will restrict access to the data to authorized personnel who will use it only for the specified purposes.

GENERAL INSTRUCTIONS: If you intend to make payment(s) to the Census Bureau for work or services provided to you, you will be considered a Census Bureau Customer and must be registered in the accounting system. The instructions below offer clarification of the information requested in each box on the CRF (Customer Registration Form). Please either print neatly and **legibly** using a blue or black pen or use a typewriter to enter information. All blocks must be filled in. If the question is not applicable to your organization or the answer is unknown, write either **N/A** (Not Applicable) or **Unknown** in the block. In the case where you do not know what information to write in a box, please first refer to the specific item below to determine if an answer can be obtained. If information marked "**MANDATORY**" is not entered in the appropriate box, the CRF will be considered incomplete and any transactions may be delayed until the information is obtained. **If you have any questions, please call the Table Maintenance Team (TMT) at (301) 763-1213.**

YOUR RESPONSIBILITIES:

- You are responsible for ensuring the accuracy of the information provided on the CRF (Customer Registration Form).
- You are responsible for updating the registration information, either by mail, fax, or e-mail, as changes occur (see below).
- You may request to have your name removed from the Census Bureau Customer Database. Your request must be in writing and should be sent by mail or fax, to the TMT (Table Maintenance Team) at the address or fax listed below:

Please mail or fax all new or updated CRF or Correction Request forms and customer removal requests to:

Table Maintenance Team (TMT)
Finance Division
U.S. Census Bureau
Room 2K104
Washington, DC 20233-4400
VOICE: (301) 763-1213 FAX: (301) 763-4747

1. CUSTOMER INFORMATION:

A. Customer Type – From the LOV (list of values) provided, indicate the organization type that most closely describes your organization. NOTE: You must view form in PDF format to view LOV. If Adobe is not available to you, use one of the following types: Federal, Commercial, Consumer/Individual, Deposit Account, State/Local government, Foreign Official/Government, Foreign Private, Not-for-Profit.

B. Name of Department – State the full, legal name of the parent/main organization (i.e., U.S. Department of Labor).

C. Name of Agency/Organization – State the full, legal name of the organization (subdivision of parent/main organization) that intends to procure goods and/or services from the Census Bureau (i.e., Bureau of Labor Statistics).

D. Federal Customers:

1a. Agency/Organization Federal Employee Identification Number (FEIN) – Provide the IRS Federal tax identification number for the Department (parent/main organization).

1b. Agency/Organization ALC (Agency Locator Code) – Provide the unique number assigned to the organization that will sign the agreement to procure goods and/services from the U.S. Census Bureau (i.e., Bureau of Labor Statistics). This information is mandatory.

1. CUSTOMER INFORMATION – Continued

D. Federal Customers – Continued

- 1c. Federal Agency Code (FAC)** – Provide the unique number assigned to the parent/main organization (i.e., U.S. Department of Labor). This information is mandatory.
- 1d. OMB MAX System Number** – state the unique number as required by and designated in OMB circular A-11, Appendix C. You can find this circular on OMB's website at: http://www.whitehouse.gov/omb/circulars/a11/current_year/app_c.pdf
- 1e(1). DOC Bureau** – Check "Yes" if the agency is part of the Department of Commerce. Check "No", if the agency is not part of the Department of Commerce.
- (2).** If the answer to question 1 above was Yes, enter the Bureau's intercommerce Code.
- 1f. DUNS number** – Data Universal Numbering System provided by Dun and Bradstreet.
- 1g. Payment by IPAC** – Please check "Yes" if your agency will submit payments to goods and services through the Intragovernmental Payment and Collectors system. If not, check "No".
- 2. NON-FEDERAL CUSTOMERS** – (Note: Non-Federal Customers include: foreign companies/organizations, for-profit companies/educational institutions, not-for-profit organizations, and state/local government.) Organization TIN, EIN, SSN (Tax Identification Number, Employee Identification Number, Social Security Number) – Provide the IRS tax identification number for the organization that is intending to enter into an agreement with the Census Bureau. NOTE: this information is not applicable to foreign organizations.

2. CONTACT INFORMATION

- A. Contact Type** – Please indicate the contact type to which the address information relates:
- Invoice** – the receiving organization contact responsible for receiving the invoices and statements for the project
- Acceptance** – the receiving organization contact responsible for approving the agreement
- Financial** – the receiving organizations contact responsible for providing financial reporting information regarding the agreement.
- 1. Name of contact** – State the first and last name of the primary contact person who is responsible for:
- If invoice contact** – person responsible for receiving the invoices and statements for the project
- If financial contact** – person responsible for providing financial reporting information regarding the agreement
- If acceptance** – approving the agreement between their organization and Census
- 2. Title of contact** – Provide the full title of the primary contact person who is responsible for:
- If invoice contact** – person responsible for receiving the invoices and statements for the project
- If financial contact** – person responsible for providing financial information regarding the agreement
- If acceptance contact** – the person responsible for approving the agreement between their organization and Census.
- 3a. Mailing Address** – Provide the complete address of the Program/Project Manager. Be sure to include specific locating information, such as: building name/number, room number, department, floor, etc.
- 3b. City** – Provide the name of the city where the agency or organization is located that is procuring the goods and/or services from the Census Bureau.
- 3c. State, ZIP Code** – Provide the state abbreviation and the full ZIP+4 CODE information (if known) of the Authorizing Official.
- 4. Country** – Please write out complete country name.
- 5. Telephone/Fax** – State the telephone number of the Authorizing Official where a voice message may be left. Provide the Fax number of the fax machine used most frequently by the Authorizing Official.
- 6. E-mail Address** – Provide the complete e-mail address for the Authorizing Official.