



**City of Columbia City Council
Special Called Meeting Agenda
March 7, 2024 - 5:15 PM**

**City Hall Council Chambers
700 North Garden Street
Columbia, TN 38401
Phone: 931-560-1510**

**Chaz Molder, Mayor
Randy McBroom, Vice Mayor
Council Member DaVena Hardison, Ward 1
Council Member Debbie Wiles, Ed. D., Ward 2
Council Member Anthony Greene, Ward 3
Council Member Kenny Marshall, Ward 4
Council Member Danny Coleman, Ward 5**

**Tony Massey, City Manager
C. Tim Tisher, City Attorney
Thad H. Jablonski, City Recorder
Liz Bermudez, Recording Secretary**

The City Council of the City of Columbia welcomes your presence and participation at this meeting. If you wish to address Council regarding any item on the Agenda, please sign the sign-up sheet and indicate which agenda item you would like to comment on. You will have the opportunity to comment on an item when it comes up on the Agenda and before Council votes on the item. Once recognized, you may then come to the podium and state your name and address. Anyone requesting accommodations due to disabilities should contact the ADA Coordinator, Wanda McClain, at 931-560-1570 prior to the meeting.

SPECIAL CALLED MEETING

1 CALL TO ORDER/ROLL CALL.

2 SPREAD THE SPECIAL CALLED MEETING UPON THE MINUTES.

3 ADMINISTRATION.

3.1. APPROVE A MEMORANDUM OF AGREEMENT WITH THE UNITED STATES CENSUS BUREAU TO CONDUCT A SPECIAL CENSUS AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$928,069 TO THE UNITED STATES CENSUS BUREAU

RECOMMENDATION: Approve.

INFORMATION: One of the 2024 City Council Strategic Planning goals is to have a Special Census for the City. This is due to the rapid growth the city has experienced since the 2020 Census.

In staff's virtual meeting with the U.S. Census Bureau, it was estimated Columbia has grown by 6,800 people since the last census. Due to the estimated growth, there is a possible \$1,163,000 annually that can be added to the City's State shared revenue.

CERTIFICATION: The Chief Financial Officer certifies that \$928,069 will be budgeted and unencumbered in General City Admin - Misc. - Professional Services with adoption of appropriation amendment number three.

ATTACHMENTS: Staff Report Special Census Agreement, Special Census Agreement.

4 ADJOURNMENT.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, liz@columbiatn.com, 931-560-1510

AGENDA ITEM TITLE: APPROVE A MEMORANDUM OF AGREEMENT WITH THE UNITED STATES CENSUS BUREAU TO CONDUCT A SPECIAL CENSUS AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$928,069 TO THE UNITED STATES CENSUS BUREAU

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ATTACHMENT: Agreement.

Memorandum of Agreement
Through Which
The City of Columbia, TN
Is Purchasing a Special Census
From the U.S. Census Bureau

Agreement No. **0071-FY24-REI-23790-000**

1) Parties and Scope

This document establishes an agreement between the **City of Columbia, Tennessee** (Governmental Unit) and the Decennial Census Management Division, U.S. Census Bureau, through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 United States Code (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) Cost Estimate

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. Based on the following factors the estimated cost for these services is **\$928,069**:

- Governmental Unit-provided estimated population of **47,500**,
- Governmental Unit-provided estimated housing unit count of **19,000**,
- and Governmental Unit-provided characteristics of the area(s) in which the special census will be conducted (including but not limited to geographic size, count of potential group quarters and transitory locations, and potential recent annexations).

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 additional billing or refunds will be made as appropriate.

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

- a) The Census Bureau shall directly pay field representatives, field supervisors, and other temporary personnel hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau and based on the local area pay rates.
 - i) The Government Unit shall provide advance payment to the Census Bureau and/or United States for all funds to be expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
- b) In addition to the salary expenses to be paid directly by the Census Bureau to all temporary employees hired locally, the Governmental Unit agrees to provide advance payment for all other expenses related to the taking of the special census, including but not limited to:
 - i) administrative and technical work performed by headquarters and regional personnel;
 - ii) printing and preparation of enumeration questionnaires and related materials;
 - iii) map preparation;
 - iv) tabulation expenses;
 - v) 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
 - vi) other incidental expenses incurred by the Census Bureau in completing the special census.

In accordance with (3)(b) 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.

4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will receive reimbursement for all identifiable costs for the goods and services it is providing under this agreement:
 - i) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of field representatives, field supervisors, 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.

- ii) The Governmental Unit shall update maps of the proposed special census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed special 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. Additionally, 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.
- 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, including but not limited to disclosure avoidance review (see Section 6). This count, which shall be as of the special census reference date (tentatively scheduled for **September 16, 2024**, 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.
- b) 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.

Further, the Governmental Units accepts that Domestic Violence Shelters are out of scope for the special census and will not be included in any special census enumeration.

- c) The Census Bureau can only use the special census counts in the intercensal population estimates program if:
 - i.) the entire area of a governmental unit is included in the special census, and

- ii.) 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
- iii.) the boundaries are reported to the Census Bureau for processing by March 1 of the estimates year, and
- iv.) final approved counts from the special census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a partial special census, 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.

- d) A Governmental Unit can request a special census for the entire area encompassed by that Governmental Unit, known as a full special census, or for only a portion of their area, known as a partial special census. A partial special census is conducted using the same methodologies and procedures as a full special census, but it is for a subset of areas within the jurisdiction of the local Governmental Unit. The areas requested in a partial special census must contain at least one full census tract that is completely within the jurisdiction of the Governmental Unit and can contain additional contiguous tracts or census blocks that are within the jurisdiction of the Governmental Unit.

In addition to impacting cost, the geography included in the special census may impact which data products the Governmental Units receive based on disclosure avoidance considerations. Regardless of the scope of the special census, the Governmental Unit will receive a letter from the director of the U.S. Census Bureau and a block-level special census data product that contains total population and total housing unit counts for the Governmental Unit. An additional data product may include a demographic profile for the entire governmental unit or whole tracts contained within the special census area. However, some Governmental Units may not receive the demographic profile based on the geography for which the special census is conducted. For those impacted Governmental Units, the Census Bureau will define the allowable data products that the Governmental Unit will receive prior to signing the MOA.

The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- e) It is the intent of the parties to use the facilities of the Census Bureau's **Philadelphia Regional Office** to manage special census field operation. In the unlikely and unforeseen event that the **Philadelphia Regional Office** cannot support the special census field operations from their facility, then upon request the Governmental Unit shall supply – free of charge – satisfactory office space, other equipment, and furnishings as determined necessary and proper by the Census Bureau. This information will be included in an initial letter from the Regional Director to the Governmental Unit. These quarters must

meet all security and confidentiality requirements as agreed to by the Census Bureau representative.

- f) In taking the special census, the Census Bureau is directly responsible for compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Census Bureau shall hire sufficiently qualified applicants for field representatives, field supervisors, 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 Census Bureau shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.

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.

- g) The Governmental Unit is responsible for promoting the special census through locally-based targeted outreach efforts. This promotion may inform people about the special census, encourage people to apply to recruiting efforts, and/or encourage people living in the applicable area to respond.
- h) All temporary staff hired to conduct the special census, including but not limited to field representatives and field supervisors, 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 (3)(a)(ii) herein regarding reimbursement and indemnification requirements).
- i) The Census Bureau has a policy of publicly disclosing the identity of governmental units which have signed MOUs requesting and paying for a special census to be conducted, and signature of this MOU constitutes agreement of the parties to this Census Bureau policy.

5) 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. 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 Census Bureau 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 security and information technology security meet Census Bureau requirements.

6) Disclosure Avoidance Review of Statistical Products

Title 13, Section 9 of the U.S.C. requires the Census Bureau to keep confidential the information collected from the public under the authority of Title 13. Section 214 of Title 13, U.S.C., and Sections 3551, 3559 and 3571 of Title 18, U.S.C., provide for the imposition of penalties of up to five years in prison and/or up to \$250,000.00 in fines for wrongful disclosure of confidential Census information.

Disclosure avoidance is the process for protecting the confidentiality of data, as required under Title 13 U.S.C. A disclosure of data occurs when someone can use published statistical information to identify an individual who has provided confidential information. For data tabulations, the Census Bureau uses disclosure avoidance procedures to modify or remove the characteristics that put confidential information at risk for disclosure. Although a published table may appear to show information about a specific individual, the Census Bureau has taken steps to disguise or suppress the original data, while making sure the results are still useful. The techniques used by the Census Bureau to protect confidentiality in tabulations vary, depending on the type of data.

Noise injection is the Census Bureau's preferred disclosure avoidance technique. By policy, noise injection is to be applied to all data products that are reported at geographic areas with small populations (GASP). For the purposes of this guidance, a GASP is a population that is smaller than the smallest population of any congressional district.

In cases when it is not feasible to fully implement noise injection within the period of the contract, a transition plan for implementing noise injection or other provable privacy methods must be developed in coordination with the Census Bureau. Noise injection may be required for microdata releases, depending on the characteristics of the microdata and the specific variables that are to be released. Data that cannot be publicly released may still be analyzed within the Federal Statistical Research Data Centers (FSRDCs) by individuals who have Special Sworn Status (SSS); the results of such analyses must still go through a disclosure avoidance process prior to being publicly released.

The parties understand that Title 13 confidentiality protection and disclosure avoidance techniques apply to all work described in this agreement. The disclosure avoidance methods are defined by the Census Bureau who has the responsibility of carrying out that work. Accordingly, upon completion of the tabulation, the data produced must be reviewed by the Census Bureau to ensure that no identifiable Title 13 data are or may be disclosed.

Should the Census Bureau's Disclosure Review Board (DRB) determine that the requested statistical product does or reasonably could result in such disclosure, then the data product will be modified prior to approval for release to the party(ies) of this agreement. The DRB must approve before a research product can be released to an individual who does not have SSS and a need to know or moved to a computer not approved for controlled data according to the Census Bureau's existing policies and procedures.

7) Contacts

Christopher M. Denno
Special Census Program Manager
Decennial Census Programs
U.S. Census Bureau
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Special Census Branch
Suitland, MD 20746
(301) 763-4092
christopher.m.denno@census.gov

City of Columbia, TN
Mr. Thad Jablonski
Assistant City Manager
700 N Garden Street
Columbia, TN 38401
(931) 560-1510
tjablonski@columbiatn.com

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.

8) Duration of Agreement, Amendments, and Modifications

This agreement will become effective when signed by all parties. The agreement will terminate on **September 16, 2025** 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.

9) 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.

10) Termination Cost

If the **City of Columbia, TN** 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: < Governmental Unit POC name>

DATE:

TITLE: < Governmental Unit POC title>

AGENCY: < Governmental Unit POC agency>

FOR THE CENSUS BUREAU

BY:

Deborah Stempowski

DATE:

Associate Director for Decennial Census
Bureau of the Census

Approved as to Legal Form:

By: 
E. Tim Tisher, City Attorney