

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A JOINT STATISTICAL PROJECT**

BETWEEN

The U.S. CENSUS BUREAU

AND

THE WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT

**Agreement No. 74-MOU-15-002
OFM MOU NUMBER K1610**

1. PARTIES AND PURPOSE

This document constitutes an agreement between the U.S. Census Bureau (Census Bureau) Geography Division (GEO) and the Washington State Office of Financial Management (OFM).

The Washington State Office of Financial Management provides vital information, fiscal services, and policy support that the Governor, Legislature and state agencies need to serve the people of Washington State. The WA OFM's responsibilities include the collection of all records pertaining to city annexation and boundary line adjustments within the State. OFM maintains a database with boundary change information and retains paper copies of the city ordinances, maps, and other relevant documentation.

The Census Bureau counts and profiles the people and institutions of the United States. In this capacity, the Census Bureau conducts a census of population and housing every 10 years, economic censuses every 5 years, and the American Community Survey every year, in order to provide social, economic, and housing information by geographic areas to implement governmental programs and to meet broad statistical needs. To support its data collection activities, the Census Bureau routinely performs work, such as data collection, on behalf of other Federal agencies.

2. AUTHORITY

The Census Bureau's authority to participate in a joint statistical project with the LA DOTD is 13 U.S.C. § 8(b), which authorizes the Census Bureau to engage in joint statistical projects with non-profit agencies and organizations on matters of mutual interest, but only if the cost of such projects is equitably apportioned.

Additional authority for the Census Bureau is:

- (1) 13 U.S.C. Section 6, which authorizes the Census Bureau to access/acquire data and information from outside entities;
- (2) OMB Circular A-16, which specifies that the Census Bureau is the lead federal agency responsible for governmental unit boundary geospatial data, and specifically in Section (8)(5), coordinates and works in partnership with federal, state, tribal, and local government agencies, academia, and the private sector to efficiently and cost-effectively collect, integrate, maintain, disseminate, and preserve spatial data, building upon local data where possible.

No data protected by the confidentiality requirements of U.S.C. Title 13 will be shared pursuant to this agreement.

The authority for the WA OFM to enter into this agreement is:

- (1) Revised Code of Washington (RCW), 43.41.110, which outlines the powers and duties of the Office. Section (10) states that OFM "Be the official state agency certifying annexations, incorporations or disincorporations to the United States Bureau of the Census"

3. PURPOSE

Pursuant to this agreement, the parties will define a cooperative program for the sharing of information and resources, particularly as it relates to geographic boundaries. The agreement provides an outline of the tasks necessary to implement a program under which the Census Bureau can identify boundaries, tabulate, and publish information accurately for the Census Bureau's various statistical surveys, the American Community Survey, and the decennial census.

The Census Bureau has determined that this project cannot be done as effectively without the participation of the WA OFM because without utilizing their data, knowledge, and expertise, the GEO will expend resources that parallel similar work performed by Washington State, resulting in the duplication of effort. In addition, separate efforts by each party likely will result in data that are not synchronized, which are not easily exchanged among different agencies.

4. MUTUAL INTEREST OF THE PARTIES

The agreement is of mutual interest and benefit to the parties as it furthers each one's goal of accurately carrying out their responsibilities. For the Census Bureau, these responsibilities include collecting and maintaining accurate legal boundaries for all counties and county equivalents, minor civil divisions, incorporated places, consolidated cities, and American Indian reservations and federally recognized off-reservation trust lands. In the case of the WA OFM, these responsibilities pertain to the responsibility to promulgate rules and standards for maintaining a statewide digital database. Each party has a mission critical need to gather and maintain geographic data pertaining to geographic governmental unit boundary data, and each party can benefit from the knowledge, expertise, and resources of the other party in a cooperative endeavor.

5. RESPONSIBILITIES OF THE PARTIES

The Census Bureau agrees to perform the following activities and provide the following resources:

1. The Census Bureau will research the data accuracy of all datasets provided by the WA OFM. These datasets include, but are not limited to, state managed transportation features, hydrological features, and local government parcel boundaries where copyright and data sharing agreements will allow.
2. The Census Bureau will provide the WA OFM with feedback on the review of datasets.
3. The Census Bureau will determine the timeline for the workflow of this combined effort, and the Census Bureau will work with the WA OFM to prioritize updates to the Census Bureau's datasets.
4. Upon receiving boundary updates from local governments, the USCB will check the <http://www.ofm.wa.gov/pop/annex/cats/default.asp> website to see if the WA OFM has approved any boundary updates received from local governments within Washington State.

5. If the state has approved the boundary update, then the Census Bureau will accept the boundary change and notify the WA OFM. If the boundary update is not on the WA OFM website, and therefore has not been approved by the WA OFM, then the Census Bureau will forward the information to WA OFM and send the city a contact letter informing them that city boundary changes must be approved by WA OFM before the Census Bureau can include them in their datasets. The address for notifying the OFM is as follows:

Yi Zhao, State Demographer
Washington State Office of Financial Management
General Administration Building, Room 318
210 11th Avenue
Olympia, WA 98501

6. The Census Bureau will accept transaction (change) polygons from Washington State and use them as a reference for all boundary updates. The WA OFM will accept the Census Bureau's interpretation of the boundary updates.

The Washington State Office of Financial Management agrees to perform the following activities and provide the following resources:

1. The WA OFM will serve as the approving authority city boundary changes in Washington State to the Census Bureau.
2. The WA OFM will provide the Census Bureau with a list of approved boundary changes every 3 months at the end of the months of February, May, August, and November.
3. The WA OFM staff will post on their website copies of the relevant documentation for each boundary change on the list. Documentation is to include scanned versions of the city ordinance and accompanying maps.
4. The WA OFM staff will provide the Census Bureau with datasets for review including but not limited to state managed transportation features, hydrological features, and local government parcel boundaries where copyright and data sharing agreements will allow.
5. Encourage the development of a coordinated, topologically-integrated, statewide boundary GIS by participating in relevant state and regional GIS initiatives, conferences and meetings.
6. The WA OFM will work towards developing a digital BAS solution for the state.

6. EQUITABLE APPORTIONMENT OF COSTS

The costs associated with this agreement are equitably apportioned between the parties to this agreement. No funds will be transferred as a result of this agreement; however, the parties believe that their contributions of staff time and expertise, facilities, data and technology are roughly equivalent.

7. CONTACTS

The primary contacts of each party to this agreement are:

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The secondary contacts of each party to this agreement are:

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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.

8. DURATION OF AGREEMENT, AMENDMENTS AND MODIFICATIONS

This agreement will become effective when signed by all parties. The agreement will terminate five (5) years from the date signed, but may be amended at any time by mutual consent of the parties. The parties will review this agreement at least once every three (3) years to determine whether it should be revised, renewed, or canceled. Any party may terminate this agreement by providing a ninety (90) day written notice to the other party.

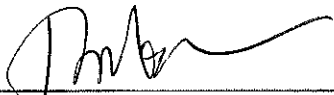
Under the Inspector General Act of 1978, as amended, 5 USC App.3, a review of this agreement may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the parties to this agreement, whether

written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

Nothing herein is intended to conflict with current Census Bureau or Office of Management directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement, which are determined to be inconsistent, shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, all necessary changes will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

9. 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 (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.



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