

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

_____ Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
_____ Recommendations of Boards, Commissions & Committees (Green)
 X Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: May 12, 2005 (B of T) Date: May 19, 2005

TITLE: Memorandum of Understanding – Special Census

SUBMITTED BY: Department of Community Development *WTL*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration an Agreement between the Village of Lombard and the U.S. Bureau of the Census pertaining to the undertaking of a Special Census. (ALL DISTRICTS)

Staff recommends approval of this request.

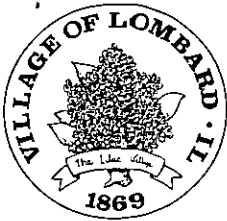
Please place this item on the May 19, 2005 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X *W. T. Lichter* _____ Date *5/12/05*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *DGH*

DATE: May 19, 2005

SUBJECT: Special Census – Memorandum of Understanding Agreement

Attached please find a copy of a Memorandum of Understanding Agreement between the Village and the United States Bureau of the Census. This agreement sets for the terms and provisions between the parties as it pertains to undertaking a partial Special Census within the Village. This Agreement must be executed prior to the Bureau starting any additional activities.

Authorization to initiate this project was given to staff as part of the Board's strategic planning and annual budget review efforts. As a result of this direction, staff has been working with the Bureau to identify the scope of the census effort. The partial census effort will consist of data collection and tabulation activities for selected tracks and/or block groups within the Village that would result in a significant increase in population resulting from new construction activity or from annexation efforts. This approach will be more cost effective than conducting a Village-wide census collection effort.

The estimated cost of the census effort will be \$152,540, of which \$88,054 is to be paid to the Bureau in advance. In the event that selected tracts do not need to be counted, a credit will be given to the Village.

Staff estimates that the Special Census will result in an increase of 2,000 to 2,700 persons, thereby creating a new Village population of 44,322 to 45,022. This number will be predicated upon new construction activity during 2005 as well as any other annexations that may occur in the near future.

The annual impact of the per capita distribution provided by the increase in population is \$200,000 to \$270,000 annually. Thus, over the next five (5) years the Village would recognize more than \$1,000,000 in increased funds.

RECOMMENDATION

Staff recommends that the Village Board authorize the Village President to sign the attached Agreement.



MEMORANDUM OF UNDERSTANDING NO.
VILLAGE OF LOMBARD, ILLINOIS
AND THE UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS

Memorandum of Understanding
between the *United States of America, Department of Commerce, Bureau of the Census,*
(hereinafter referred to as the *Census Bureau*)
and

the *Village of Lombard, DuPage County, Illinois.*
(hereinafter referred to as the *Governmental Unit*).

INTRODUCTION

1. The *Governmental Unit* has requested that a special census be taken under the authority of *Title 13, United States Code, Section 196.*
2. *Section 196 of Title 13* authorizes the *Secretary of Commerce* to take a special census for a state, local, or tribal government upon payment of the actual or estimated cost.
3. The *Governmental Unit* is willing to pay 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.
4. 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. 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 appropriate Federal laws, and under its direct supervision. In this regard, the *Census Bureau* reserves the right to reject persons recommended by the *Governmental Unit* if such persons fail to meet employment criteria.

TERMS

Acknowledging the foregoing, the parties agree as follows:

- A. (1) The *Census Bureau* shall designate one or more experienced employees to direct the taking of the special census.
- (2) 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.
- B. (1) 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*.
- (2) 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.

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- (3) 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 *Census Bureau* reserves the right to reject any persons recommended by the *Governmental Unit* if such persons fail to meet the established employment standards. The *Governmental Unit* shall be responsible for all administrative operations relating to the reconciliation and payment of these employees. The *Governmental Unit* shall also comply with 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.
- (a) 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.(4). and B.(5). In addition, if the *Governmental Unit* fails to provide sufficient suitable applicants, delays in completing the special census may occur.
- (4) (a) 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*. 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, 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 unemployment benefits, is estimated to be \$54,486. The *Governmental Unit* agrees that these funds will be available for disbursement upon approval of the designated *Census Bureau* employee.
- (b) 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.
- (c) 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 Understanding (MOU). 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 MOU.
- (5) 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 (a) administrative and technical work performed by headquarters and regional personnel; (b) printing and preparation of enumeration questionnaires and related materials; (c) map preparation; (d) tabulation expenses; (e) 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 (f) other incidental expenses incurred by the *Census Bureau* in completing the special census. Based on an estimate of the population of 5332, the estimated cost for these services is \$88,054. 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.(4) above.
- (6) In accordance with B.(5), 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 MOU, 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. (4)(c) herein regarding reimbursement and indemnification requirements).

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D. The individual information collected by the enumerators on the special census questionnaires is strictly confidential pursuant to the provisions of Title 13, United States Code, 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 *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. 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.

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: 1) the entire area of a governmental unit is included in the special census, 2) 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 3) the boundaries are reported to the *Census Bureau* for processing by April 1 of the estimates year, and 4) 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*.

E. This MOU may be terminated in writing by the *Governmental Unit* before enumeration begins. In the event of termination of the MOU, the *Census Bureau* will be reimbursed by the *Governmental Unit* for costs incurred or obligated prior to the date of termination. Once the enumeration has commenced, it will be carried to completion, the data will be processed, and the results will be reported. The *Census Bureau* may terminate in writing this MOU in whole or in part, when it is in the Federal Government's interest. If this MOU is terminated, the *Census Bureau* will return any unused funds to the *Governmental Unit*.

F. In the event a dispute arises under or related to the terms of this MOU, and before any legal action is taken, the Parties mutually agree to select a forum for alternate resolution of the dispute.

FOR THE GOVERNMENTAL UNIT

FOR THE CENSUS BUREAU

BY:

BY:

NAME: _____ DATE: _____

Brian Monaghan DATE: _____
Chief, Field Division

TITLE: _____

Bureau of the Census