

Ordinance No. 05- 23

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE DEPARTMENT OF COMMERCE, BUREAU OF THE CENSUS, FOR A SPECIAL CENSUS**

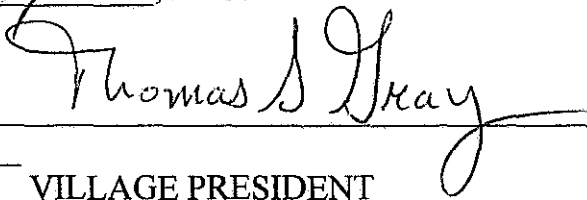
*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

**SECTION 1:** A Memorandum Of Understanding with the United States Department of Commerce, Bureau of the Census, pertaining to a special census for the Village of Chatham, a copy of which is attached hereto, is hereby approved.

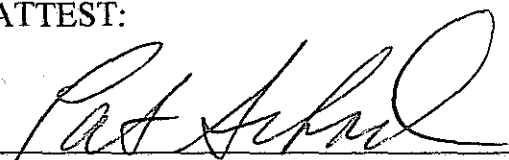
**SECTION 2:** The Village President is hereby authorized to execute the Memorandum of Understanding, and thereafter, the proper officers and employees of the Village are authorized and directed to carry out the Memorandum of Understanding according to its terms.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 10 day of MAY, 2005.

  
\_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

  
\_\_\_\_\_  
Village Clerk



AYES:

6 HERR SCHATTEMAN MCCARTHY BOYLE MCGRATH KAUNAGH

NAYS:

0

PASSED:

5-10-05

APPROVED:

5-10-05

ABSENT:

0



**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 05-23 adopted by the President and Board of Trustees of said Village on the 10 day of MAY, 2005, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE DEPARTMENT OF COMMERCE, BUREAU OF THE CENSUS, FOR A SPECIAL CENSUS**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 10 day of MAY, 2005.



Village Clerk





MEMORANDUM OF UNDERSTANDING NO.  
VILLAGE OF CHATHAM, 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 Chatham, Sangamon 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.

including the hiring

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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 \$24,715. 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.

\_\_\_\_\_ shall be paid directly by the *Governmental Unit* to all temporary

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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

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