

#4

10-R-0514
(Do Not Write Above This Line)

Carla Smith

A RESOLUTION
BY COUNCILMEMBER CARLA SMITH

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DONATION OF SERVICES AND SPACE AGREEMENT WITH THE U.S. CENSUS BUREAU FOR THE 2010 CENSUS; AND FOR OTHER PURPOSES.

ADOPTED BY

MAR 15 2010

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Refer To

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Consent V Vote RC Vote

CERTIFIED

MAR 15 2010

RECEIVED
 MAR 15 2010
Erin L. Dunne
 MUNICIPAL CLERK

MAYOR'S ACTION

Carla Smith

CITY COUNCIL
ATLANTA, GEORGIA

10-R-0514

A RESOLUTION

BY COUNCILMEMBER CARLA SMITH



A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DONATION OF SERVICES AND SPACE AGREEMENT WITH THE U.S. CENSUS BUREAU FOR THE 2010 CENSUS; AND FOR OTHER PURPOSES.

WHEREAS, the census is conducted every ten years as required by the Constitution of the United States (the "U.S."); and

WHEREAS, the census gathers important demographic information for communities throughout the U.S., which is used to determine, among other things, the level of federal funding communities receive for infrastructure and social services, as well as the number of seats each state has in the U.S. House of Representatives; and

WHEREAS, the City of Atlanta desires to reach out to its residents to inform them of the importance of completing and returning the 2010 Census questionnaire; and

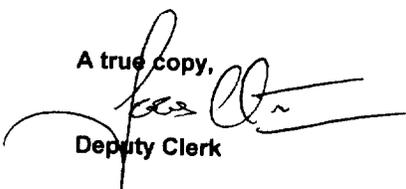
WHEREAS, the Office of the Mayor desires to execute a Donation of Services and Space Agreement with the U.S. Census Bureau, for a Questionnaire Assistance Center at City Hall to assist persons requesting assistance in completing the 2010 Census Questionnaire.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute a Donation of Services and Space Agreement with the U.S. Census Bureau, at no charge to the U.S. Census Bureau, for a Questionnaire Assistance Center at City Hall.

BE IT FURTHER RESOLVED, that the space shall be available to the U.S. Census Bureau beginning March 19, 2010 until April 20, 2010.

BE IT FINALLY RESOLVED, that the agreement will not become binding upon the City until it has been approved by the City Attorney, executed by the Mayor and delivered to the contracting parties.

A true copy,



Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED by Mayor Kasim Reed

MAR 15, 2010
MAR 16, 2010

CONDITIONS FOR DONATION OF SERVICES AND SPACE AGREEMENT 2010 Census

The common goal of the U.S. Census Bureau and the Donor is to achieve a complete and accurate count in the 2010 Census.

A. Donation of Space

Under the guidance of the U.S. Census Bureau, the Donor agrees to provide space for a Questionnaire Assistance Center (QAC) within the property of their organization for the purpose of helping those persons who request assistance in completing their 2010 Census questionnaire.

This donation is subject to the following terms and conditions:

1. The Donor will provide space for the QAC at the following times and on the following (days): _____ . The U.S. Census Bureau expects peak usage of the Questionnaire Assistance Centers to extend from March 19, 2010 to April 19, 2010. It would be most beneficial to the community if the person working at this QAC spoke the following language: _____ .
2. The U.S. Census Bureau will not reimburse the Donor Organization for any expenses related to the provision of the QAC space.
3. Questionnaire assistance will be provided without any charge whatsoever to the respondent.
4. The U.S. Census Bureau will provide a poster and/or a banner to be placed at the authorized Questionnaire Assistance Center, designating those places as U.S. Census Bureau sanctioned assistance centers. A Be Counted box will be available on the premises for the respondent to obtain a Be Counted questionnaire if they did not receive one at their place of residence or they believe they were not added to the census questionnaire sent to their place of residence.
5. The Donor Organization agrees to provide or to arrange for the provision of suitable space to be used as Questionnaire Assistance Centers during the 2010 Census. Questionnaire Assistance Center Representatives (QAC reps) will occupy the space and provide assistance to those respondents who visit the Questionnaire Assistance Centers.

This donation is subject to the following terms and conditions:

1. The _____ (organization) will donate _____ square feet of office space in _____ (building name), at _____ (address), _____ (City, State, and ZIP Code) for a period of _____ (number of weeks), commencing on _____ (date) through _____ (date).
2. The space shall accommodate one (1) desk (or table) and two (2) chairs, in which the QAC rep may interview, privately and undisturbed, the respondent(s) seeking assistance.
3. The space is being donated to the U.S. Census Bureau at no cost to the government.

B. Liability

In the event that injury or damage is caused a U.S. Census Bureau employee while acting within the scope of his or her authority, the incident will be covered under the Federal Tort Claims Act, Title 28 U.S.C. §2671, *et seq.* Any claims arising from such incidents may be filed with the U.S. Census Bureau and will be promptly addressed.

Any injury occurring to a U.S. Census Bureau employee while acting within the scope of his or her employment will be covered under the Federal Employees Compensation Act, Title 5 U.S.C. §8101, *et seq.*

Because the Federal Government is self-insured, it is the U.S. Census Bureau's policy not to purchase or pay for commercial liability insurance. In addition, the Anti-Deficiency Act, Title 31 U.S.C. §1341, *et seq.*, prohibits any Federal agency from undertaking contingent and undetermined liability without funds being appropriated by Congress for such purpose. For this reason, the Government cannot agree to a "hold-harmless" clause nor can it waive the right to sue.

Signature _____

Date _____

Signature _____

Date _____

Name - Please print
Donor

Name - Please print
Regional Director, U.S. Census Bureau

RCS# 152
3/15/10
3:33 PM

Atlanta City Council

REGULAR SESSION

PERSONAL

AUTH.MAYOR TO EXECUTE DONATION OF SPACE
AGREE.W/ US CENSUS
ADOPT/SMITH

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 2
ABSENT 2

Y Smith	E Archibong	Y Moore	Y Bond
B Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
E Winslow	Y Adrean	B Sheperd	NV Mitchell

PERSONAL