

MEMORANDUM OF UNDERSTANDING
ESTABLISHING A JOINT STATISTICAL PROJECT

BETWEEN

The U.S. CENSUS BUREAU

AND

THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Agreement No. 74-MOU-13-001

1. PARTIES AND PURPOSE

This document constitutes an agreement between the U.S. Census Bureau (Census Bureau) Geography Division (GEO) and the Louisiana Department of Transportation and Development (LA DOTD).

The Louisiana Department of Transportation and Development develops and maintains a statewide digital geospatial database for topographic mapping with the assistance of other state agencies and departments. The department is an authority for geographic names, sets standards for the mapping of topographic features, and plans and manages data collection for incorporation into a statewide database for topographic mapping.

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; and
- (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 Louisiana Department of Transportation and Development to enter into this agreement is:

- (1) Act No. 782 of the 2010 Regular Session of the Louisiana Legislature (Senate Bill 411), establishing Louisiana Revised Statute, Title 48, Section 36, "topographic mapping" (La. R. S. 48:36), which also provides for LADOTD to act as the state geographic names authority and the responsibility to promulgate rules and standards for maintaining a statewide digital geodatabase.
- (2) Act No. 409 of the 2012 Regular Session of the Louisiana Legislature (House Bill 680), amends LA R.S. 48:36, requiring the LA DOTD to develop and maintain the digital geospatial database for the state. This database will include the features found on standard topographic maps, including, but not limited to, parish boundaries, linear feature networks, routing, and the three-mile offshore boundary.

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 LA DOTD because without utilizing their data, knowledge, and expertise, the GEO will expend resources that parallel similar work performed by Louisiana, 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 LA DOTD, 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 LA DOTD. These datasets include, but are not limited to, parish boundaries, linear feature networks, routing, hydrography layers, and the three-mile offshore boundary.
2. The Census Bureau will provide the LA DOTD 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 LA DOTD to prioritize updates to the Census Bureau's datasets.

4. Once the Census Bureau and the LA DOTD come to agreement on specified datasets, the Census Bureau will update the MAF/TIGER database with the new datasets.

The Louisiana Department of Transportation and Development agrees to perform the following activities and provide the following resources:

1. The LA DOTD will build linear referencing requirements for the statewide transportation layer, and provide this layer to the Census Bureau to review source evaluation.
2. The LA DOTD will provide the Census Bureau with a database feature model, including, but not limited to, a statewide transportation layer, routing, linear features, parish boundaries, and the three-mile offshore boundary.
3. The LA DOTD will provide the Census Bureau with datasets for review, including, but not limited to, a statewide transportation layer, routing, linear features, parish boundaries, and the three-mile offshore boundary.
4. The LA DOTD will provide metadata for all datasets provided to the Census Bureau.

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. The Census's Bureau's estimated percentage of total in-kind cost of this project are 50%, and the Louisiana Department of Transportation and Development's estimated percentage of total in-kind cost of this project are 50%. The parties have determined that this apportionment is equitable since both parties will benefit directly from this agreement as it furthers each party's mission critical need to gather and maintain accurate geographic data in the most efficient manner.

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 Louisiana Department of Transportation and Development 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.



Timothy F. Trainor
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U.S. Census Bureau



for

Sherri H. LeBas, P.E.
Secretary
Louisiana DOTD