

COUNCIL COMMUNICATION

From: The City Manager

Subject: Contract with Precincts for Conducting Elections

Manager's Recommendation:

I recommend approval of the contracts between the City of Saginaw and Public Libraries of Saginaw, St. Stephen Parish, St. Joseph Parish, Saginaw Art Museum, YMCA of Saginaw, and New Mt. Calvary Missionary Baptist Church, for purposes of conducting General and Local Elections in the City of Saginaw.

The agreements have been approved by the City Manager as to substance and the City Attorney as to form.

Justification:

Following the November 2004 General Election, the Precinct Consolidation Committee recommended the City enter into Contracts with all precincts so the obligations, responsibilities and understandings of the parties in conducting general and local elections were clearly defined. To date, the Public Libraries of Saginaw, St. Stephen Parish, St. Joseph Parish, Saginaw Art Museum, YMCA of Saginaw and New Mt. Calvary Missionary Baptist Church have all agreed to the terms the City proposed.

With regard to the use of the various buildings, the parties (hereinafter referred to as "City" and "Precinct") have agreed as follows:

(1) Precinct will attempt to provide a room or space of adequate size and accessibility and the parties will review the designated area prior to each election. Precinct will attempt to make the designated area as close as possible to the entrance of the polling location.

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(2) Precinct will provide ample handicap and regular parking spaces, store election equipment and supplies, have the buildings accessible at 6:00 a.m. the morning of the election, heat the buildings and have tables and chairs for precinct workers available.

(3) Precinct agrees to remove the snow from parking lots and walkways. Since St. Joseph Parish does not have snow removal and salting performed on a daily basis, and if it is necessary for St. Joseph's crews to remove snow and salt for the sole purpose of serving as a polling location on Election Day, the City will reimburse St. Joseph for these costs. This clause only applies to the St. Joseph contract.

(4) Precinct will attempt to avoid scheduling major activities in the buildings, i.e., athletic activities, fund-raisers, social events, etc. on Election Days.

(5) The parties further agreed to coordinate efforts with regard to emergencies, signage, handicap accessibility and will discuss any concerns and issues subsequent to each election, if any.

(6) Precinct and City have agreed to each indemnify the other with regard to any possible claims.

(7) The terms of the contract will commence upon execution and will terminate on December 31, 2013, with an option to renew. The parties will review the terms and conditions six (6) months prior to the termination and make any necessary modifications, if needed, prior to renewal. In all other events, each party has agreed to give the other 12-months written notice to terminate the contract.

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(8) City agrees to pay a rental fee of \$75.00 following each Election for use of the building. Funds for these rental fees are budgeted annually in the Election Division Account No. 101-1731-701-8062.

The City Clerk is also in the process of negotiating contracts with the Saginaw School District and Saginaw Housing Commission and will present these contracts for approval once the contracts have been approved by their respective boards.

Given the foregoing, I recommend approval of the contracts between the City of Saginaw and Public Libraries of Saginaw, St. Stephen Parish, St. Joseph Parish, Saginaw Art Museum, YMCA of Saginaw and New Mt. Calvary Missionary Baptist Church for purposes of conducting General and Local Elections in the City of Saginaw.

Council Action:

Council _____ moved that the recommendation from the City Manager be approved.