

COUNCIL COMMUNICATION

From: The City Manager

Subject: Contract with School District for Administering Elections

Manager's Recommendation:

I recommend approval of the contract between the City of Saginaw and the School District for the purpose of administering General and Local Elections in the City of Saginaw.

The agreement has been approved by the City Manager as to substance and the City Attorney as to form.

Justification:

On February 6, 2006, the School District and the City entered into an agreement for purposes of setting forth the obligations, responsibilities and understandings between the parties for conducting all General and Local Elections within the City of Saginaw.

Due to the requirements under the Help America Vote Act (HAVA), it became necessary for the City to move certain polling locations to assist voters with disabilities. In addition, the School District requested adjustments to certain polling locations due to school closures. Following is a list of the School District's buildings to be utilized under the contract.

| # | PRECINCT | ADDRESS |
|----|---|----------------|
| 2 | ARTHUR EDDY ACADEMY | 1000 Cathay |
| 3 | HEAVENRICH SCHOOL | 2435 Perkins |
| 5 | CENTRAL MIDDLE SCHOOL | 1010 Hoyt |
| 6 | SAGINAW HIGH SCHOOL A | 3100 Webber |
| 7 | WEBBER MIDDLE SCHOOL (Formerly Webber Elementary) | 2600 Prescott |
| 8 | SAGINAW HIGH SCHOOL B | 3100 Webber |
| 11 | THOMPSON MIDDLE SCHOOL (Formerly Handley School which was temporarily relocated to Arthur Hill High School) | 3021 Court |
| 12 | KEMPTON SCHOOL | 3040 Davenport |
| 13 | SAGINAW CAREER COMPLEX | 2101 Weiss |
| 15 | HERIG ELEMENTARY SCHOOL (Formerly St. Paul's Lutheran School) | 1905 Houghton |
| 16 | SOUTH MIDDLE SCHOOL (Formerly Staff Development Center) | 224 N. Elm |
| 19 | JEROME SCHOOL | 1515 Sweet |
| 20 | MERRILL PARK SCHOOL | 1800 Grout |

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The School District also requested the contract be re-evaluated due to additional security concerns on Election Day, which the School District believes to be a necessary precaution. The parties (hereinafter referred to as “City” and “School District”) have agreed as follows:

(1) School District will attempt to provide the use of the school gymnasium or a room or space of adequate size and accessibility and the parties will review the designated area prior to each election. School District will attempt to make the designated area as close as possible to the entrance of the polling location and will attempt to route students away from the designated area on Election Day.

(2) School District 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 School District workers available.

(3) School District agrees to remove the snow from parking lots and walkways. However, in the event School District’s crews are unavailable to remove the snow on Election Day and are called in to work over and above their normal scheduled hours, City agrees to reimburse the School District for the cost of snow removal. City may also elect to use its own crew to remove the snow.

(4) School District 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) School District has negotiated with its employee unions to schedule non-instructional days on the February, May and November election days to better accommodate the voters. City recognizes that in the event School District exceeds its allotted amount of snow days, it may not be able to fulfill this obligation.

(7) School District and City have agreed to each indemnify the other with regard to any possible claims.

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(8) Any amendments to the agreement must be requested at least 90 days prior to the next election date.

(9) 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.

(10) The parties agree that School District shall have custodial staff at each polling location from 6:00 a.m. until the close of the election process for every election at School District's expense. In addition, School District agrees to provide security at each polling location for every election until 3:00 p.m. at School District's expense. City agrees to reimburse School District for the cost of providing security at all polling locations after 3:00 p.m. at any presidential election and at the secondary schools (i.e. Saginaw High School, Webber Middle School and Thompson Middle School) after 3:00 p.m. for all other elections. In the alternative, City may provide its own security at its expense.

Given the foregoing, I recommend approval of the contract between the City of Saginaw and School District for the City of Saginaw for purposes of administering General and Local Elections in the City of Saginaw.

Council Action:

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