

COUNCIL COMMUNICATION

From: The City Manager

Subject: Contract with Saginaw Housing Commission for Conducting Elections

Manager's Recommendation:

I recommend approval of the contract between the City of Saginaw and the Saginaw Housing Commission for purposes of conducting 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:

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, City Council has approved contracts with the Public Libraries of Saginaw, St. Stephen Parish, St. Joseph Parish, Saginaw Art Museum, YMCA of Saginaw, New Mt. Calvary Missionary Baptist Church and the School District for the City of Saginaw for this purpose. The only remaining contract to be approved is with the Saginaw Housing Commission for the use of Maplewood Manor, 535 S. Warren (Precinct 4B) and Rosien Towers, 310 S. Harrison (Precinct 18A).

As with the prior contracts, the parties (hereinafter referred to as "City" and "SHC") have agreed as follows:

(1) SHC will provide the use of 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.

(2) SHC 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, remove snow from parking lots and walkways and have tables and chairs for precinct workers available.

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(3) SHC will attempt to avoid scheduling major activities in the buildings on Election Days such as luncheons, socials, parties, etc.

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

(7) The term 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 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.

(8) City agrees to reimburse SHC for any necessary overtime for its maintenance staff to conduct elections in its buildings. Funds for this reimbursement are budgeted annually in the Election Division Account No. 101-1731-701-8012.

Given the foregoing, I recommend approval of the contract between the City of Saginaw and the Saginaw Housing Commission 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.