

COUNCIL COMMUNICATION

From: The City Manager

Subject: Agreement for Administering Elections with St. George Church

Manager's Recommendation:

I recommend approval of the contract between the City of Saginaw and St. George Church 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:

Near the end of the 2008/2009 school year, the Saginaw Board of Education announced it would be closing Webber Middle School located at 2600 Prescott, which currently serves as a polling location for Precinct 7. The City Clerk has secured St. George Church, 3121 Sheridan, as an alternate location.

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, Saginaw Housing Commission and the School District of the City of Saginaw, for this purpose.

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

(1) St. George 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. They will attempt to make the designated area as close as possible to the entrance of the polling location.

(2) St. George 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) St. George will attempt to avoid scheduling major activities in the buildings on Election Days such as prayer services, luncheons, socials, etc.

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

(6) St. George 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 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.

Given the foregoing, I recommend approval of the contract between the City of Saginaw and the St. George 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.