

STATE OF ALABAMA        )

COUNTY OF BALDWIN     )

**AGREEMENT**

WHEREAS, the Baldwin County Board of Education (hereinafter referred to as “BOARD OF EDUCATION”), an agency of the State of Alabama, owns certain real property known as the OLD VAUGHN SCHOOL (hereinafter referred to as “OLD VAUGHN SCHOOL”) located at 55260 County Road 21, Stockton, in Baldwin County, Alabama and the ELLISVILLE COMMUNITY CENTER (hereinafter referred to as “ELLISVILLE COMMUNITY CENTER”) located at 14090 County Road 66, Loxley, in Baldwin County, Alabama;

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as the “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama;

WHEREAS, in an effort to maintain a Voting (Polling) Place in Voting (Polling) Precinct No. 3, the COMMISSION seeks the utilization of the OLD VAUGHN SCHOOL as the Voting (Polling) Place for Voting (Polling) Precinct No. 3;

WHEREAS, in an effort to maintain a Voting (Polling) Place in Voting Precinct No. 8, the COMMISSION seeks the utilization of the ELLISVILLE COMMUNITY CENTER as the Voting (Polling) Place for Voting Precinct No. 8;

WHEREAS, the COMMISSION is authorized to establish Voting (Polling) Precincts and Voting (Polling) Places, for use in applicable elections, in accordance with §17-6-1, et seq., Code of Alabama 1975; and,

WHEREAS, the COMMISSION has respectfully asked that the OLD VAUGHN SCHOOL be used as the Voting (Polling) Place for Voting (Polling) Precinct No. 3 in Baldwin County, Alabama, and that the ELLISVILLE COMMUNITY CENTER be used as the Voting (Polling) Place for Voting Precinct No. 8 in Baldwin County, Alabama, and recognizes that the provision, by the COMMISSION, of professional cleaning services and grounds-cleaning after each instance of voting and balloting will enable the utilization of the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER as a Voting (Polling) Places which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 3 and Voting Precinct No. 8 in their exercise of the electoral franchise.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereby, do AGREE as follows:

1. A license is hereby granted unto the COMMISSION to use the OLD VAUGHN SCHOOL as a Voting (Polling) Place for Voting (Polling) Precinct No. 3 in Baldwin County, Alabama, and the ELLISVILLE COMMUNITY CENTER as Voting (Polling) Place for Voting Precinct No. 8, which will benefit citizens in the affected area

comprising Voting (Polling) Precinct No. 3 and Voting Precinct No. 8 in their exercise of the electoral franchise.

2. The OLD VAUGHN SCHOOL, and the ELLISVILLE COMMUNITY CENTER, as designated Voting (Polling) Places, shall ensure that the premises utilized for Voting (Polling) have a nondiscriminatory policy, and said premises shall be made available to the electorate of such Voting (Polling) Precincts, regardless of race, age, gender, religion, language or disability as protected by applicable state and/or federal law, in their exercise of the electoral franchise.

3. The COMMISSION shall provide the BOARD OF EDUCATION, for the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER only, with the following:

- i) Professional cleaning services after each of the dates in which such Voting (Polling) Places were utilized; and
- ii) Aesthetic and external grounds cleaning after each of the dates in which such Voting (Polling) Places were utilized.

4. The COMMISSION represents and warrants to the BOARD OF EDUCATION that it has examined the properties at issue and that the premises at the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER used for voting under this Agreement are reasonably safe, accessible and suitable for the purposes of this Agreement. In consideration for the licenses herein granted, the COMMISSION shall indemnify, defend and hold the BOARD OF EDUCATION, its employees, agents and elected officials harmless, from any and all claims of whatsoever kind or character which may arise or be made and which are in any way related to or resulting from the OLD VAUGHN SCHOOL and the ELLISVILLE COMMUNITY CENTER being utilized as a Voting (Polling) Places.

5. This Agreement represents the entire terms and conditions of the Agreement between the COMMISSION and the BOARD OF EDUCATION, either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and the BOARD OF EDUCATION.

6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the BOARD OF EDUCATION on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that the BOARD OF EDUCATION is an agent of the COMMISSION.

7. This Agreement shall be in effect for a period of thirty-six (36) months, or in a shorter time as determined by the COMMISSION, commencing February 20, 2021, and expiring February 19, 2024, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of the OLD VAUGHN SCHOOL and/or the ELLISVILLE COMMUNITY CENTER as

Voting (Polling) Places as determined by the COMMISSION in its discretion. Notwithstanding the above, the BOARD OF EDUCATION reserves the right to terminate this Agreement only upon written notice provided to the COMMISSION and after the expiration of one hundred and fifty (150) days, said notice provided to the Chairman of the Baldwin County Commission.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date, as follows:

**ATTEST**

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
WAYNE DYESS  
County Administrator

\_\_\_\_\_  
JOE DAVIS, III  
As Its: Chairman  
Date: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JOE DAVIS, III, as Chairman of the Baldwin County Commission, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

**BALDWIN COUNTY BOARD OF EDUCATION**

\_\_\_\_\_  
EDDIE TYLER

As Its: Superintendent

Date: \_\_\_\_\_

STATE OF ALABAMA                    )

COUNTY OF BALDWIN                )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that EDDIE TYLER, as Superintendent of the Baldwin County Board of Education, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Superintendent of the Baldwin County Board of Education, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Board of Education.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_