

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**AGREEMENT**

WHEREAS, the Bay Minette Housing Authority (hereinafter referred to as “BAY MINETTE HOUSING AUTHORITY”) is a public institution and owns and operates the property known as the BOYKIN CENTER BUILDING (hereinafter referred to as “BOYKIN CENTER”) located at 900 B Still Boulevard, Bay Minette, in Baldwin County, Alabama; and

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

WHEREAS, in an effort to maintain a Voting (Polling) Place in Voting (Polling) Precinct No. 5, the COMMISSION seeks the utilization of the BOYKIN CENTER as the Voting (Polling) Place for Voting (Polling) Precinct No. 5; and

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 BOYKIN CENTER be used as the Voting (Polling) Place for Voting (Polling) Precinct No. 5 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 BOYKIN CENTER as a Voting (Polling) Place which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 5 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. The BOYKIN CENTER shall be utilized as a Voting (Polling) Place for Voting (Polling) Precinct No. 5 in Baldwin County, Alabama, which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 5 in their exercise of the electoral franchise.
2. The BOYKIN CENTER, as a designated Voting (Polling) Place, shall ensure that the premises utilized for Voting (Polling) has a nondiscriminatory policy, and said premises shall be made available to the electorate of such Voting (Polling) Precinct, 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 BAY MINETTE HOUSING AUTHORITY, for the BOYKIN CENTER only, with the following:
  - i) Professional cleaning services after each of the dates in which such Voting (Polling) Place was utilized; and

- ii) Aesthetic and external grounds cleaning after each of the dates in which such Voting (Polling) Place was utilized.

4. The BAY MINETTE HOUSING AUTHORITY represents and warrants to the COMMISSION that its premises at the BOYKIN CENTER used for voting under this Agreement are reasonably safe and suitable for the purposes of this Agreement, and that, subject to said representation and warranty, the COMMISSION shall indemnify and hold the BAY MINETTE HOUSING AUTHORITY 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 BOYKIN CENTER being utilized as a Voting (Polling) Place.

5. This Agreement represents the entire terms and conditions of the Agreement between the COMMISSION and the BAY MINETTE HOUSING AUTHORITY, either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and the BAY MINETTE HOUSING AUTHORITY.

6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the BAY MINETTE HOUSING AUTHORITY 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 BAY MINETTE HOUSING AUTHORITY 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 July 21, 2021, and expiring July 21, 2024, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of the BOYKIN CENTER as a Voting (Polling) Place as determined by the COMMISSION in its discretion. Notwithstanding the above, the BAY MINETTE HOUSING AUTHORITY 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:

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
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: \_\_\_\_\_

**BAY MINETTE HOUSING AUTHORITY**

\_\_\_\_\_  
TAKESHIA PETTWAY  
As Its: Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
ROLAND HOWELL  
As Its: Chairperson, Board of Commissioners  
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 TAKESHIA PETTWAY, as an Executive Director of the Bay Minette Housing Authority, 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, she, as such Executive Director of the Bay Minette Housing Authority, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Bay Minette Housing Authority.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

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 ROLAND HOWELL, as a Chairperson of the Board of Commissioners of the Bay Minette Housing Authority, 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, she, as such Chairperson of the Board of Commissioners of the Bay Minette Housing Authority, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Bay Minette Housing Authority.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_