



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 580-2564  
(251) 580-2500 Fax  
agary@baldwincountyal.gov  
www.baldwincountyal.gov

ANU GARY  
Records Manager

MONICA E. TAYLOR  
Assistant Records Manager

November 18, 2015

Mr. Eddie Tyler  
Superintendent  
Baldwin County Board of Education  
2600-A North Hand Avenue  
Bay Minette, Alabama 36507

**RE: Voting Administration - Agreement for the Use of the Ellisville Community Center as a Voting Location for Voting Precinct No. 8**

Dear Mr. Tyler:

Please find enclosed for your file a **fully executed copy** of the *Agreement* approved during the November 3, 2015, Baldwin County Commission meeting, between the Commission and the Baldwin County Board of Education for the provision of the use of the Voting Place (Ellisville Community Center, Loxley) for Baldwin County Voting Precinct No. 8, which benefits citizens in their exercise of the electoral franchise. This *Agreement* commenced on November 3, 2015, and expires on November 3, 2018.

If you have any questions or need further assistance, please do not hesitate to contact Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,

ANU GARY, Records Manager  
Baldwin County Commission

AG/met Item BA2

cc: Ron Cink  
Violetta Smith  
Kim Creech  
Eva Cutsinger  
Junius Long  
Cal Markert  
Madison Steele  
C. Thomas Waters, Business Operations/Purchasing Manager, Baldwin County Board of Education (via email only - twaters@bcbe.org)

ENCLOSURE

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

RECEIVED  
NOV 16 2015  
BY: Met

**AGREEMENT**

WHEREAS, the Baldwin County Board of Education (hereinafter referred to as “BOARD OF EDUCATION”) is a public institution and owns and operates the property known as the ELLISVILLE COMMUNITY CENTER (hereinafter referred to as “ELLISVILLE COMMUNITY CENTER”) located at 14090 County Road 66, Loxley, 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. 8, the COMMISSION seeks the utilization of the ELLISVILLE COMMUNITY CENTER as the Voting (Polling) Place for Voting (Polling) Precinct No. 8; 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 ELLISVILLE COMMUNITY CENTER be used as the Voting (Polling) Place for Voting (Polling) 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 ELLISVILLE COMMUNITY CENTER as a Voting (Polling) Place which will benefit citizens in the affected area comprising Voting (Polling) 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. The ELLISVILLE COMMUNITY CENTER shall be utilized as a Voting (Polling) Place for Voting (Polling) Precinct No. 8 in Baldwin County, Alabama, which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 8 in their exercise of the electoral franchise.
2. The ELLISVILLE COMMUNITY 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 BOARD OF EDUCATION, for the ELLISVILLE COMMUNITY 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 BOARD OF EDUCATION represents and warrants to the COMMISSION that its premises at the ELLISVILLE COMMUNITY 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 BOARD OF EDUCATION 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 ELLISVILLE COMMUNITY 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 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 November 3, 2015, and expiring November 3, 2018, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of the ELLISVILLE COMMUNITY CENTER as a Voting (Polling) Place 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

Ronald J. Cink  
RONALD J. CINK  
County Administrator

BALDWIN COUNTY COMMISSION

J. Tucker Dorsey  
J. TUCKER DORSEY  
As Its: Chairman  
Date: 11/17/15

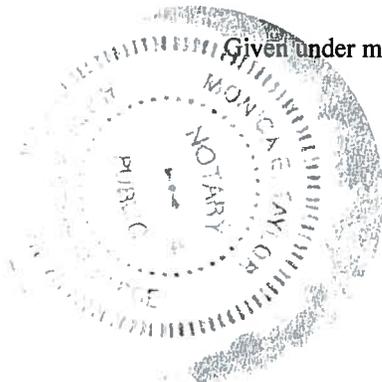


STATE OF ALABAMA )  
COUNTY OF BALDWIN )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that J. TUCKER DORSEY, 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 17<sup>th</sup> day of November, 2015.

Monica E. Taylor  
NOTARY PUBLIC  
My Commission expires: My Commission Expires 09/05/2016



BALDWIN COUNTY BOARD OF EDUCATION

Eddie Tyler  
EDDIE TYLER  
As Its: Superintendent  
Date: 11/9/2015



**NOTARY PAGE TO FOLLOW**

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 9th day of November, 2015.

Elizabeth L. Coe  
NOTARY PUBLIC  
My Commission expires: 5/13/2019