



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

August 19, 2021

Ms. Selah Dryer, Executive Director
Homestead Village of Fairhope
924 Plantation Boulevard
Fairhope, Alabama 36532

**RE: Voting Administration - Agreement with Homestead Village of Fairhope
(Voting Precinct No. 49) - Use of Facility and Provision of Professional
Cleaning Services**

Dear Ms. Dryer:

Please find enclosed a **fully executed copy** of the *Agreement* between Homestead Village of Fairhope and the Baldwin County Commission, approved during the August 3, 2021, Baldwin County Commission Regular meeting for the use of the Homestead Village of Fairhope as a Voting Place for Voting Precinct No. 49 and for the provision of professional cleaning services and aesthetic and external grounds cleaning after each of the dates in which such Voting (Polling) Place will be utilized.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0267 or Anu Gary, Administrative Services Manager, at (251) 580-2564.

Sincerely,

JAMES E. BALL, Vice Chairman
Baldwin County Commission

JEB/clc Item BA3

cc: Violetta Smith
Wayne Dyess
Madison Steele
Ron Cink
Cian Harrison
Eva Cutsinger
Christie Davis

ENCLOSURE(S)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, The Homestead Village of Fairhope, Ltd. (hereinafter referred to as “THE HOMESTEAD VILLAGE OF FAIRHOPE, LTD.”) is a domestic limited partnership and owns and operates the property known as the HOMESTEAD VILLAGE OF FAIRHOPE (hereinafter referred to as “HOMESTEAD VILLAGE OF FAIRHOPE”) located at 924 Plantation Boulevard, Fairhope, 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. 49, the COMMISSION seeks the utilization of the HOMESTEAD VILLAGE OF FAIRHOPE as the Voting (Polling) Place for Voting (Polling) Precinct No. 49; 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 HOMESTEAD VILLAGE OF FAIRHOPE be used as the Voting (Polling) Place for Voting (Polling) Precinct No. 49 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 HOMESTEAD VILLAGE OF FAIRHOPE as a Voting (Polling) Place which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 49 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 HOMESTEAD VILLAGE OF FAIRHOPE shall be utilized as a Voting (Polling) Place for Voting (Polling) Precinct No. 49 in Baldwin County, Alabama, which will benefit citizens in the affected area comprising Voting (Polling) Precinct No. 49 in their exercise of the electoral franchise.

2. The HOMESTEAD VILLAGE OF FAIRHOPE, 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 HOMESTEAD VILLAGE OF FAIRHOPE, LTD., for the HOMESTEAD VILLAGE OF FAIRHOPE 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 HOMESTEAD VILLAGE OF FAIRHOPE, LTD. represents and warrants to the COMMISSION that its premises at the HOMESTEAD VILLAGE OF FAIRHOPE 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 HOMESTEAD VILLAGE OF FAIRHOPE, LTD. 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 HOMESTEAD VILLAGE OF FAIRHOPE being utilized as a Voting (Polling) Place.

5. This Agreement represents the entire terms and conditions of the Agreement between the COMMISSION and THE HOMESTEAD VILLAGE OF FAIRHOPE, LTD., either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and THE HOMESTEAD VILLAGE OF FAIRHOPE, LTD.

6. This Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest, any authority in THE HOMESTEAD VILLAGE OF FAIRHOPE, LTD. 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 HOMESTEAD VILLAGE OF FAIRHOPE, LTD. 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 August 3, 2021, and expiring August 2, 2024, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of the HOMESTEAD VILLAGE OF FAIRHOPE as a Voting (Polling) Place as determined by the COMMISSION in its discretion. Notwithstanding the above, THE HOMESTEAD VILLAGE OF FAIRHOPE, LTD. 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.

THE HOMESTEAD VILLAGE OF FAIRHOPE, LTD.

Selah Dyer, ED

As Its: _____
Date: 8-10-21

STATE OF ALABAMA)
COUNTY OF BALDWIN)

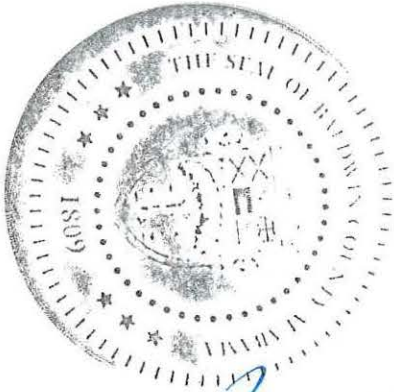
I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that Selah Dyer, as executive Director of The Homestead Village of Fairhope, Ltd. whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Executive Director/Chairman of The Homestead Village of Fairhope, Ltd., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said The Homestead Village of Fairhope, Ltd.

Given under my hand and seal this the 10th day of August, 2021.



Natalie Metzger
NOTARY PUBLIC
My Commission expires: 4/29/2025

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

James E. Ball

~~JOE DAVIS, III~~ *James E. Ball*

As Its: ~~Chairman~~ *Vice Chairman*

Date: *August 17, 2021*

ATTEST

Wayne Dyess

WAYNE DYESS
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

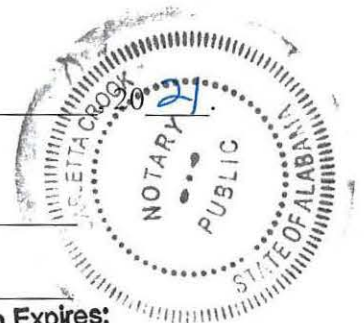
I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that ~~JOE DAVIS, III~~, as ~~Chairman~~ *James E. Ball Vice Chairman* of the Baldwin County Commission, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such ~~Chairman~~ *Vice 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 17th day of August

Rayette Cull

NOTARY PUBLIC

My Commission expires: _____



My Commission Expires:
• July 14, 2025