

**JOINT ELECTION AGREEMENT BETWEEN THE
EMERGENCY SERVICES DISTRICT NO. 5 THE COUNTY OF TYLER, TEXAS**

This joint election agreement is made this 14th day of March, 2022, by and between the **Tyler County Emergency Services District No. 5 (the "ESD5")** and the **County of Tyler, Texas** (the "County"). Other political subdivisions conducting elections may enter into a similar agreement with the County to participate in this joint election.

WHEREAS, Texas Election Code section 271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the ESD5 and the County will hold elections on the same day; and

WHEREAS, the parties to this agreement serve voters within the same boundaries, and it would be to the benefit of the County, the ESD5, and the citizens and voters thereof to hold the elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the ESD5 and the County (and any other political subdivision approved by the County who enters into a similar joint election agreement with the County) under the following terms and conditions:

1. The notice of election and order of election for the ESD5 will be the responsibility of the ESD5. This includes any bills that may be incurred as a result of posting and publishing these notices. The notice may be published either jointly or separately with the County.
2. The Tyler County Clerk agrees to coordinate, supervise, and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Agreement. The ESD5 and each additional participating authority agree to pay Tyler County for equipment, supplies, services and administrative costs as outlined in this agreement. The Tyler County Clerk will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election, unless contracted with the County Clerk.

3. The ESD5 and each other participating authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, and any other pertinent documents required by their respective governing bodies. The County and each participating authority may jointly publish the required notices dictated by the Texas Election Code.
4. Each participating authority agrees that voting at the joint election will be by use of an ES&S ExpressVotes that meets the DRE requirements and optical scan voting system ES&S DS200 Precinct Scanners approved by the Secretary of State in accordance with the Texas Election Code. The Tyler County Clerk's Office will be responsible for the preparation of programs and the testing of the optical scan system.
5. The County agrees to provide ES&S ExpressVotes, DS200 Scanners, ExpressPoll and voting booths for the joint election.
6. Voting locations will be the voting locations for the county precincts as approved by Tyler County Commissioners' Court. The voting locations are listed in **Exhibit "A"** attached hereto and incorporated herein by reference. In the event a voting location is not available, the Tyler County Clerk will arrange for use of an alternate location with the approval of each participating authority affected by the change. Tyler County will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance that changes from the current list approved. The Tyler County Clerk will notify each participating authority of any changes from the locations listed in **Exhibit "A"**.
7. The Tyler County Commissioners' Court will appoint the Presiding Judge and Alternate Presiding Judge for each polling location. The Tyler County Clerk shall arrange for the training and compensation of all Presiding Judges and clerks. If a person is unable or unwilling to serve, the Tyler County Clerk will make every effort to substitute the individual with someone of the same Party affiliation first and then whoever is available.
8. The Tyler County Clerk will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the Election Judges at the voting locations.
9. The Tyler County Clerk will provide instructions and other information needed to enable the Election Judges to conduct a proper election.
10. A joint ballot prepared by the Tyler County Clerk will be used for conducting the joint election. Each participating authority shall furnish the Tyler County Clerk a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) are to appear on the official ballot. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

11. Donece Gregory, Tyler County Clerk, is appointed as Early Voting Clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy Early Voting judges/clerks will be appointed by the Early Voting clerk as needed to process Early Voting mail and to conduct Early Voting at the main location and branch locations.
12. Early Voting by personal appearance will be conducted at the locations and times as described in **Exhibit "B"** attached hereto and incorporated herein by reference. Any qualified voter for the Joint Election may vote early by personal appearance at either the main Early Voting location or at any one of the branch locations.
13. All requests for Early Voting ballots by mail that are received by participating authorities will be transported on the day of receipt to the Tyler County Clerk, Donece Gregory, 116 S. Charlton Street, Woodville, Texas 75979 for processing. Persons voting by mail will send their voted ballots to the Tyler County Clerk, 116 S. Charlton Street, Woodville, TX 75979.
14. All Early Voting ballots will be prepared for counting by an Early Voting Ballot Board appointed by the County in accordance with Section 87.002 of the Texas Election Code.
15. If the participating authority opts to conduct Early Voting for their entity, as a branch polling place: The political sub-divisions will assist in picking up the voter sign-in sheets each Early Voting Day where practical and delivery to the County Clerk's office by 4:00 p.m.
16. The County Clerk will notify and bill ESD5 for its' part of the cost for the programming and rental of the equipment, supplies, ballots, compensation of personnel, rental of the polling place and administrative cost if under contract.
17. The County will secure the location and facilities where the election will be conducted.
18. The County will be responsible for preparing and running the election.
19. The ESD5 will be responsible for canvassing the election results of their election.

[Signature page follows this page.]

The undersigned are the duly authorized representatives of the parties; governing bodies and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED, this 14th day of March, 2022, by the Commissioners of the Emergency Services District No. 5.

John T. Page
ESD5 President

ATTEST: *Robert D. Olden*
ESD5 Secretary

APPROVED, this 14th day of March, 2022, by the County of Tyler, Texas.

Jacques L. Blanchette
Tyler County Judge, Jacques L. Blanchette

ATTEST: *Donece Gregory*
Tyler County Clerk, Donece Gregory



EXHIBIT "A"

Polling Places and Election Precincts

Voting Precinct #9	Ebenezer Baptist Church, Woodville, TX
Voting Precinct #13	Fairview Baptist Church, Woodville, TX
Voting Precinct #14	First Baptist Church, Spurger, TX