

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF WIMBERLEY 2026 ELECTION CYCLE

This Joint Election Agreement ("Agreement") is entered into on **January 15, 2026**, between the **City of Wimberley** (the "City"), 221 Stillwater, Wimberley, Texas 78676, and **Hays County** (the "County"), 120 Stagecoach Trail, San Marcos, Texas 78666, collectively referred to as the "Parties."

This Agreement is authorized by **Chapter 31** of the Texas Election Code, **Chapter 791** of the Texas Government Code, and **Sections 271.002 and 271.003** of the Texas Election Code. The Parties to this Agreement agree as follows:

Section 1. Scope of Agreement

The City enters into this Agreement for the conduct of elections to be held from **January 15, 2026**, through **January 14, 2027**. This Agreement applies to any elections called by the City during this term that are eligible to be conducted jointly with Hays County.

Section 2. Appointment of Election Officer

The City hereby appoints the **Hays County Elections Administrator** to serve as the **Election Officer** ("Officer") to perform and supervise the duties and responsibilities of the Election Officer for any election held under this Agreement during the term stated above.

Section 3. Early Voting Polling Locations

To facilitate the administration of elections and as a convenience to voters, the City agrees to designate the **Hays County Elections Administrator's Office**, 120 Stagecoach Trail, San Marcos, Texas 78666, as the main early voting polling place. The City further agrees to designate temporary branch early voting locations in accordance with **Section 85.062** of the Texas Election Code, as provided in the County's most recent Election Order.

Section 4. Voting by Mail Ballot

The City and County agree that early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The mailing address for ballot applications and ballots voted by mail shall be:

Hays County Elections Administrator
120 Stagecoach Trail
San Marcos, Texas 78666

Section 5. Election Day Polling Locations

Election Day voting shall be conducted in **vote centers** authorized and ordered by the City, as recommended by the Officer, in accordance with the Texas Election Code.

Section 6. Election Day Records and Custody

On Election Day, all forms used in the conduct of the election, including but not limited to poll lists, signature rosters, ballot registers, expense accounts, and all oaths and certificates, will be used jointly by the two entities. All such records shall be returned to the Hays County Elections Administrator, who shall retain them for the period prescribed by the Texas Election Code. The County shall furnish the City with copies of any election documents upon request at no charge.

Section 7. Use of Common Ballot

A **common ballot** shall be used for all joint elections conducted under this Agreement. All voted ballots and associated media (USBs) shall be returned to and maintained by the Hays County Elections Administrator in accordance with state law. The County shall provide the City with any documentation necessary for canvassing or recount purposes. The County shall conduct audits and maintain appropriate logs to ensure secure custody and accountability of all election media.

Section 8. Reporting of Returns

The Officer shall prepare both unofficial and official tabulations of precinct results under **Section 66.056(a)** of the Texas Election Code.

The unofficial tabulations for Early Voting and Election Day results shall be emailed to the City as soon as available and legally releasable, but not before **7:00 p.m. on Election Day**.

All reports will also be posted to the **Hays County Elections website** at www.co.hays.tx.us/elections.

Section 9. Cost Sharing

The City agrees to the cost-sharing provisions established by Hays County, whereby all participating entities share proportional election costs.

Costs will be allocated based on the ratio of **registered voters** within each jurisdiction to the total number of registered voters participating in the joint election.

A **\$1,000 minimum cost** shall apply to elections that do not exceed that total, and **equipment rental fees** shall be allocated separately.

Section 10. Amendments

This Agreement may not be amended or modified except by written instrument executed by both Parties. Neither Party may assign this Agreement without the written consent of the other. The Officer may, however, assign deputies or contract with third parties to perform services or provide supplies necessary to carry out this Agreement.

Section 11. Term and Termination

This Agreement shall commence on **January 15, 2026**, and end on **January 14, 2027**, unless extended or terminated in writing by mutual agreement of both Parties.

Section 12. Force Majeure

Either Party shall be excused from delays or failures in performance resulting from causes beyond their reasonable control, including but not limited to natural disasters, war, civil disturbances, pandemics, acts of government, or other force majeure events as defined under Texas law.

Section 13. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 14. Notices

All notices required under this Agreement shall be delivered to:

Hays County Elections Administrator
Government Center
120 Stagecoach Trail
San Marcos, Texas 78666

City of Wimberley
Office of the City Secretary
221 Stillwater
Wimberley, Texas 78676

Section 15. Preservation of Election Functions

Nothing in this Agreement shall alter or transfer the statutory authority of either Party regarding the filing of election documents, canvassing of returns, or custodianship of election records.

Section 16. Execution

This Agreement shall take effect immediately upon execution by both Parties and shall be binding upon their successors and assigns.

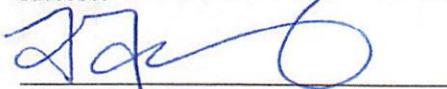
WITNESS OUR HANDS this 15th day of January, 2026.

Hays County Elections Administrator

J Doinoff

Jennifer Doinoff
Elections Administrator

Attest:

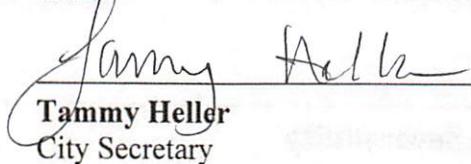


City of Wimberley

J Chiles

Jim Chiles
Mayor

Attest:


Tammy Heller

Tammy Heller
City Secretary