

STATE CHAIR AS FISCAL AGENT FOR COUNTY CHAIR

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the _____ State Chair, or the State Chair’s designee, and the _____ County Party, acting by and through the Chair of its County Executive Committee, _____ (*name*) hereinafter referred to as the “County Chair,” and _____ (*name*), State Chair, or Designee, of the _____ Party of Texas hereinafter referred to as the “State Chair,” under the authority of Section 173.0341, Texas Election Code and relating to the State Chair acting as the fiscal agent of the County Chair related to the Party’s Primary Election on _____, 20____ (hereinafter referred to as the “election”), and the _____ County Party’s Runoff Primary Election, if necessary, on _____, 20____ (hereinafter referred to as the “runoff election”).

THIS AGREEMENT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for ensuring that the State Chair and the County Chair understand the tasks each is to perform in connection with the election and the runoff election:

1. **Duties and Services of the State Chair.** The State Chair, or the State Chair’s designee, shall be responsible for performing the following duties in connection with the election and the runoff election:
 - a. The State Chair shall act as the fiscal agent for the County Chair by making deposits into a state primary fund established under Section 173.032 of the Texas Election Code for the following:
 - i. Candidate filing fees received by the County Chair under Chapter 173, Subchapter C of the Texas Election Code; ii. State payments received under Chapter 173, Subchapter D of the Texas Election Code; and, iii. Any contribution made to the County Chair for the purpose of defraying primary election expenses.
 - b. The State Chair shall pay eligible expenses incurred on behalf of the County Party’s election and runoff election, if applicable, consistent with the relevant statutes and administrative rules as prescribed by the Texas Secretary of State.
 - c. The State Chair is responsible for reporting eligible costs to the Texas Secretary of State consistent with Chapter 173, Subchapter D of the Texas Election Code.
 - d. The State Chair shall maintain records consistent with Title 1, Texas Administrative Code, and Section 81.107.
 - e. The State Chair shall submit this completed Agreement to the Texas Secretary of State.

2. **Duties and Services of the County Chair.** The County Chair shall be responsible for performing the following duties in connection with the election and the runoff election:
 - a. Candidate filing fees received by the County Chair under Chapter 173, Subchapter C of the Texas Election Code shall be made out to the State Party for purposes of this Agreement.
 - b. The County Chair shall submit any filing fee received by the county party under Subchapter C to the State Chair for deposit in the state primary fund not later than five days after receipt of the filing fee.

- c. The County Chair or County Executive Committee shall make a request in accordance with Section 31.093 of the Texas Election Code to enter into a contract with the county elections officer to conduct primary elections in the county
- d. The County Chair shall report to the State Chair eligible expenses incurred on behalf of the County Party's election and runoff election, if applicable, consistent with the relevant statutes and administrative rules as prescribed by the Texas Secretary of State.

3. **General Provisions.**

- a. Only actual eligible costs authorized under applicable statutes and administrative rules directly attributable to the primary election and runoff election, if applicable, may be paid under this Agreement.
- b. For purposes of implementing this Agreement, the State Chair and the County Chair designate the following individuals, and whenever the Agreement requires submission of information or notice to the State Chair or the County Chair, submission or notice shall be made to these individuals:

For the State Chair:

Name _____

Mailing Address: _____

Tel.: _____

Fax: _____

Email: _____

For the County:

Name _____

Mailing Address: _____

Tel.: _____

Fax: _____

Email: _____

By their signatures below, the State Chair and the County Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Agreement.

The State Chair

Signature: _____

Date: _____

The County Chair

Signature: _____

Date: _____