

**Agreement between**

**Department of Elections - [\_\_\_\_\_\_\_\_\_\_] County Office (DOE)**

**and**

**Department of Justice, Office of the Common Interest Community Ombudsperson (CICO)**

**and**

**[Homeowners Association Corporate Name] (HOA)**

**(address)**

**This agreement is between DOE, CICO, and HOA for Election Services to HOA:**

The Office of the Common Interest Community Ombudsman is authorized “To provide monitors and vote counting services to common interest community associations, intended to result in fair elections for members and officers of a common interest community association when 15% of the total voting interests in a common interest community association, or 6 unit owners, whichever is greater petition the Ombudsperson to do so.” 29 *Del. C*. §2544 (6).

1. HOA will present a petition to CICO signed by 15% of the total voting interests of their common interest community association, or 6 unit owners, whichever is greater, Exhibit 1; attached to a completed CICO “Contact/Complaint form requesting Election Services, with a $35 filing fee, Exhibit 2; and an “Application” detailing election services requested, and information. Exhibit 3. The Application is part of this Agreement.

2. DOE and HOA shall confer and devise a mutually acceptable timetable for the timely completion of tasks enumerated below. The parties may revise the timeline by agreement. DOE reserves the ability to establish a “black-out” period for HOA elections during its peak election seasons, when agreeing to a timetable.

3. HOA requests the following election services: \_\_\_ballot preparation, \_\_\_election monitoring, \_\_\_vote counting, \_\_\_other (specify below)

HOA will:

1. Provide to CICO and DOE the information and materials listed on the attached Exhibit 4 at least 1 month before the election date.
2. The HOA will be responsible for:
3. Preparing notices and advertising to the community about the election.
4. Determining each unit’s eligibility to vote, following the community’s Bylaws. NOTE: The DUCIOA does not permit suspension of voting rights for owners delinquent in payment of their annual assessments. 25 *Del. C.* §81-302 (11). This applies to communities created or approved both before and after September 30, 2009. 25 *Del. C*. §81-119; 81-302 (a) (11).
5. Determining the percentage of ownership or voting power, if other than 1 vote per unit, as in certain condominiums.
6. A draft Ballot with positions and terms identified.
7. Preparing any ballot questions.
8. Providing the names and any information about the candidates.
9. Identifying a contact person for the HOA Election.

4. DOE will:

1. Prepare paper ballots for machine reading
2. Prepare print and mail envelopes and return envelopes for secret ballots, if requested
3. Prepare deliver and operate voting machines if requested
4. Talley the vote through machine reading and other necessary means
5. Notify CICO of the results of the election
6. Estimate a Bill of costs before the election
7. Bill CICO for the costs, after the election

5. CIC will:

1. Conduct all communication between DOE and HOA
2. Contract with the DOE
3. Handle collection and disbursement of all funds
4. Provide monitoring of the election if requested
5. Deliver ballots to the DOE, if requested
6. Assist DOE with vote counting for issues such as write-in candidates, proxies and others, if requested

6. HOA agrees to deposit the estimated cost of the services provided by DOE with the CICO upon receipt of DOE’s estimate for costs. HOA agrees to advance all costs to CICO before any election services are provided by DOE. DOE and CICO will submit a post-election bill detailing costs including any additional costs, and if this bill exceeds the pre-election deposit, HOA agrees to pay any additional costs to CICO.

7. HOA will provide all notices of election, and nomination of candidates and other information, according to its governing documents, within the time permitted in the HOA’s bylaws, unless otherwise agreed.

8. CICO will request DOE’s Assistance in the election and voting, and will oversee the election process.

The parties will confer and develop a proposed timeline.

The parties, as evidenced by the signatures affixed below, accept this Agreement and its conditions.

**For the HOA, this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Signature Name (please print)

**For the CICO, this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Signature Name (please print)

**For the DOE, this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Signature Name (please print)

**Attachments**

Exhibit 1: Petition for Election Services
Exhibit 2: Resolution of the Board for Election Services

Exhibit 3: Application Information Required for Election Services

Exhibit 4: Agreement for Election Services

Exhibit 5: Common Interest community Ombudsman’s “Contact and Complaint” Form

Check for $35 payable to “Common Interest Community Ombudsperson”

State of Delaware Department of Elections Statement of Cost of Services