

FIELDSTONE OWNERS ASSOCIATION
Board of Directors Meeting
Meeting Agenda
September 22, 2023 at 10:00am

- **PHYSICAL MEETING LOCATION**: Fieldstone Pool/BBQ Area
- **ZOOM DETAILS**:
 - Join Zoom Meeting
 - <https://us02web.zoom.us/j/89908548157?pwd=R3BQSXdVZDM4dlpqZlBOdEtCenVLdz09>
 - Meeting ID: 899 0854 8157 Passcode: 961112
 - One tap mobile
 - +16699006833,,89908548157#,,,,*961112#
 - Dial by phone +1 669 900 6833 Meeting ID: 899 0854 8157 Passcode: 961112

AGENDA

- **Meeting Called to Order**
- **Board Attendance**

OPEN FORUM

- This is an opportunity for owners to comment or ask questions.

BOARD ACTIONS

- **Pool Closure Date** – the board will decide which date to close the pool for the season.
- **Expenses**

The board will consider approving the following **expenses**:

1. Reserve Study - \$350
 2. Election Services for February election (see attached estimates) – not to exceed \$1,100
- Adjournment.

HOA Inspector of Elections

5776 Lindero Canyon Road, Suite D131
Westlake Village, CA 91362
Office: 818-991-9019

HOAInspectorofElections.org

Email: MChulak@MTClaw.com

September 15, 2023

By Email: abigail_padou@yahoo.com

Board of Directors
Fieldstone Owners Association
c/o Abigail Padou

Dear Board of Directors:

Thank you for contacting us regarding our homeowner association election services. We would be pleased to provide all of the services set forth on the attached Election Services Agreement which also outlines our charges.

Our company has been holding elections for condominiums, planned developments, and cooperatives for more than 35 years.

Your board can eliminate any concerns that your association's elections will not be 100% fair and objective by utilizing our services.

Please be certain to visit our website and call with any questions.

Sincerely,
HOA Inspector of Elections

Michael Chulak

Michael T. Chulak
President

Election Services Agreement

This agreement (Agreement) is entered into by and between Michael Chulak (Service Provider) and _____ Fieldstone Owners Association _____ (Association) as of _____ . Association consists of _____ 46 _____ units/lots.

Service Provider will provide election services as an independent contractor which includes serving as inspector of elections for the election to be held on a date that, is mutually agreeable. The services provided will meet all legal requirements of the law including:

- Reviewing your governing documents, including your association's bylaws and election rules.
- Preparing all necessary documents including, notices, voting instructions, ballots, and nomination forms, if applicable.
- Receiving all ballots and maintaining custody before and after the election.
- Providing early voting counts.
- Attendance at the meeting either by Zoom or in-person.
- Determining when the voting is closed consistent with the governing documents.
- Determining if a quorum has been achieved.
- Determining voter eligibility.
- Counting and tabulating the votes.
- Hearing challenges and making rulings.
- Certifying the election results in writing.
- Mailing the Election Rules to all owners with the ballots. This can be waived if the Election Rules are included on the Association's website.

The election will be for the following:

- Election of _____ directors
- Approval of governing document(s): _____
- Approval of special assessment

- Approval of increase in monthly assessments
- Approval of loan to association
- Granting of exclusive use common area to a member
- Vote for earthquake insurance
- Recall of entire board
- Recall of one board member

The fee for services provided are set forth on Exhibit A which is attached. A deposit of **\$325.00** shall be required to commence the engagement. The balance will be invoiced after the election results are certified and will be due within 14 days. A late fee of 10% shall apply to a late payment.

Association agrees to defend and hold harmless Service Provider, its agents, employees, directors and officers, if any, from and against any and all claims, liabilities, suits, losses, damages, and attorney's fees which result from Service Provider's performance. This is a material condition of this Agreement.

It is the Association's responsibility to provide accurate information to Service Provider. Service Provider assumes no responsibility or liability for the accuracy of the information provided by the Association.

Important: California HOA elections for directors require at least 100 days from start to completion. Other elections require at least 70 days. Your preferred meeting date:

ASAP or 02-10-2021 or 02-24-2023 Time: _____.

Meeting shall Be Held by Zoom, or

Location of Meeting to Tabulate Votes:

Murphys, CA

Contact Information:

Abigail Padou
Mailing Address

Phone: 209-297-1266

Email: abigail_padou@yahoo.com

Association shall provide Service Provider with the following marked items:

Items received

- | | |
|---|--------------------------|
| <input checked="" type="checkbox"/> Printed List of all Owners/Voters (Unit/Lot Address) entitled to vote | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Signed Agreement | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Deposit Check | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Election Rules (Required by Law) | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Bylaws (Existing) | <input type="checkbox"/> |
| <input type="checkbox"/> CC&Rs (Existing) | <input type="checkbox"/> |
| <input type="checkbox"/> Governing Document to be voted upon | <input type="checkbox"/> |
| <u> 3 </u> Sets of printed labels for all owners entitled to vote | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> List of any members who have not owned their unit/lot for at least one Year (Required for nominees for election to the board) | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Association's website, if applicable: _____ | <input type="checkbox"/> |

If Service Provider is required to spend time as a result of any legal action brought by a member of the Association against the Association or Service Provider, concerning or arising out of this Agreement, Service Provider shall be entitled to be paid \$250 per hour for all time spent and any actual costs incurred.

This is the entire agreement between the parties. Legal advice or services are not included. See attached Exhibit A.

Agreed:

For the Association:

Michael T. Chulak
Service Provider
818-991-9019

By: _____

Title: _____

Date: _____

Exhibit A

Election Services Agreement

Base Fee for <u>46</u> units/lots	<u>\$650.00</u>
Additional Travel Fee (Does not apply to Zoom Meetings)	<u>\$0.00</u>
Total	<u>\$650.00</u>

Postage is billed at actual cost, standard envelopes at \$.22 each, large envelopes at \$.40 each, single side copies at \$.25 each and double side copies at \$.45 each .
Adjourned meetings that are Zoom meetings are charged an additional \$120.00.
Adjourned meetings that require us to attend in person are charged 35% of the base fee.

All checks should made payable to:

Michael Chulak

**5776 Lindero Canyon Road, Suite D 131
Westlake Village, CA 91362**

Thank you.



**THE INSPECTORS OF ELECTION (TIE) &
FIELDSTONE OWNERS ASSOCIATION
CONTRACTUAL AGREEMENT FOR SERVICES & VIRTUAL ATTENDANCE
ELECTION TYPE: ELECTION OF DIRECTORS**

This Contractual Agreement is made between Fieldstone Owners Association “**Association**” and The Inspectors of Election “**TIE.**” The effective date of this agreement is as indicated below the “Association’s” acceptance signature.

WHEREAS the “**Association**” wishes to obtain the services of the “TIE” as the “Association’s” Independent Inspectors of Election in connection with the “Association’s” election requirements, in accordance with the provisions of the Civil Codes and Governing Documents, the “Association” agrees to the terms as set forth hereafter for the Annual Meeting set to take place on Saturday, February 10, 2024 for the Election of Directors voting event.

1. **TERM OF AGREEMENT:** The “Association” hereby hires “TIE” and “TIE” accepts such contract work for the term commencing from the acceptance date of the “Association”, unless sooner terminated as hereinafter provided; or extended by mutual agreement in writing; for services for the election and meeting date as specified in **EXHIBIT A** - Contract Services, **EXHIBIT B** - Direct Cost Fees and **EXHIBIT C** - Optional Services as attached hereto and made a part hereof.
2. **NOTICES:** All notices and other communications provided for or permitted hereunder shall be in writing and shall be made by hand delivery, first-class mail, e-mail, telex, or telecopy, addressed as follows:

For "Association"
Fieldstone Owners Association
Abigail Padou, Board Secretary
Email: abigail_padou@yahoo.com

For "TIE"
Kurtis Peterson, CMCA®
The Inspectors of Election, LLC
2794 Loker Avenue West, Suite 104
Carlsbad, CA 92010
Phone: 888-211-5332
E-mail: info@theinspectorsofelection.com

All such notices and communications shall be deemed to have been duly given, when hand delivered personally; or within three (3) business days after deposited postage-prepaid in the USPS system; or when answered back in-kind, if transmitted by email or fax.

3. **DISPUTE RESOLUTION:** In the event that a dispute arises with respect to this Agreement, the parties hereby agree to the use of mediation as the first step in resolving the dispute and arbitration if mediation does not resolve the matter. In the event that mediation fails to resolve the dispute and arbitration ensues, the prevailing party shall be entitled to recover all expenses, including, without limitation, reasonable attorneys’ fees, and expenses.
4. **COMPLETE AGREEMENT OF THE PARTIES:** This is the complete agreement of the parties and it supersedes any agreement that has been made prior to this Agreement.
5. **ASSIGNMENT:** This Agreement is of a personal nature and may not be assigned.
6. **BINDING:** This Agreement shall be binding on both of the parties hereto.
7. **NUMBER AND GENDER:** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural. The masculine gender shall include the feminine and neutral genders, and the word "person" shall include a corporation, firm, partnership, or other form of association.
8. **GOVERNING LAW AND VENUE:** The parties hereby expressly acknowledge and agree that this Agreement is entered into in the State of CALIFORNIA and, to the extent permitted by law, this Agreement shall be construed, and enforced in accordance with the laws of the State of CALIFORNIA, with the venue to be San Diego County.
9. **SEVERABILITY:** If any provision(s) of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
10. **SERVICES OF "TIE":** “TIE” agrees to provide to the “Association,” the advice and services contained in **EXHIBIT A** – Contract Services.

11. **SERVICE FEES & PAYMENT:** In consideration for the services requested of "TIE" hereunder, the "Association" agrees to compensate and make payments to "TIE" as defined in **EXHIBIT A**, **EXHIBIT B** and **EXHIBIT C** (where appropriate) attached hereto and made part hereof. Invoices will be submitted as work is completed and payment is due within fifteen days of "Association's" receipt.
12. **INDEPENDENT CONTRACTOR:** In performing services and duties hereunder, "TIE" and any person acting on "TIE's" behalf shall do so as independent contractors and are not to be deemed, employees or agents of the "Association" or any other person acting on behalf of the "Association."
13. **OWNER CONTACT DATA:** In order to perform required services under this agreement, "TIE" must receive accurate and timely owner contact data in an electronic format (MS Excel or ASCII Text, Comma Delimited). The "Association" shall be responsible to ensure the accuracy and timely delivery to "TIE" of a current and accurate Owner database. The "Association" shall also be responsible to ensure they provide "TIE" any changes to the Association's owner contact database prior to the mailing of any notices or ballots.
14. **ACCESS TO ASSOCIATION'S ATTORNEY:** Because the "Association's" governing documents may contain unique or ambiguous provisions that may require legal interpretation or clarification in order for "TIE" to perform under this Agreement; or there are conflicts in the implementation of Civil Codes, the "Association" authorizes reasonable access to the "Association's" attorney by "TIE" at the "Association's" expense.
15. **CAUSES FOR TERMINATION:** This Agreement shall terminate immediately upon the occurrence of any one of the following events:
 - a) The expiration of the term hereof;
 - b) The written agreement of the parties;
 - c) The occurrence of circumstances that make it impossible for the business of the "Association" to be continued;
 - d) The occurrence of circumstances that make it impossible for the business of "TIE" to be continued;
 - e) Interjection or demands by "Client" that contravene TIE process and/or practices or violate applicable Civil or Corporations Codes and/or the Association's governing documents;
 - f) "TIE" is in breach of its duties hereunder, unless waived by the "Association" or cured by "TIE" within 30 days after "Association's" having given written notice thereof to "TIE";
 - g) "Association's" breach of its duties hereunder, unless waived by "TIE" or cured by the "Association" within 30 days after "TIE" has given written notice thereof to the "Association."
16. **COMPENSATION UPON TERMINATION:** Unless otherwise mutually agreed upon in writing by the parties, the termination of this Agreement due to any cause other than that specified in Paragraph 15 shall not relieve the "Association" of its obligation to make any payment of money which would have been required, or could have been required by "TIE", pursuant to Paragraph 11, if this Agreement had not been so terminated.
17. **INSURANCE:** "TIE" agrees to maintain, at all times, General Liability and Errors & Omissions insurance against all claims, resulting from "TIE's" performance specified hereunder. Evidence of coverage is provided with this Agreement.
18. **INDEMNIFICATION:** If any third-party claim is made against "TIE," arising out of claims resulting from the Association's negligent actions or willful misconduct during the performance of its duties under this agreement, the "Association" agrees to defend, indemnify, and hold harmless "TIE." The Association further agrees to defend, indemnify, and hold harmless "TIE" for any third-party claims or requests relating to this agreement other than "TIE's" willful misconduct or negligent actions.
19. **USE OF PROXIES:** The Inspectors of Elections discourages the use of proxies as all eligible members are provided the ability to vote without the use of a Proxy. Conversion of proxies to ballots will be billed at \$ 25.00 per proxy.
20. **PRIVACY STATEMENT:** TIE maintains strict confidentiality of the Association's membership information. Electronic mail addresses, mailing addresses, telephone numbers, and any other contact information or other information obtained by TIE regarding the members of the Fieldstone Owners Association shall be returned to the Association for their sole use. TIE agrees that it will not retain, use, or distribute any information obtained during the completion of TIE's services under the Agreement, except exclusively to carry out TIE's services under the Agreement. This includes, but is not limited to, an agreement that TIE will not share gathered information with any persons or entities affiliated with TIE. The parties of this contract understand and agree that this confidentiality provision supersedes any unilateral privacy policy that TIE may have.
21. **MEMBERSHIP LIST:** The Association agrees to provide TIE with the "Association" full membership list in electronic format in either MS Excel or ASCII text comma delimited, that contains both the on-site address and separate interest identifier for each member, as well as the correct off-site mailing address, and email address as applicable. Additional fees may be applicable if TIE is required to make extensive conversions of the information provided.

Fieldstone Owners Association
Annual Meeting of Members - Election of Directors
Virtual Meeting Date: Saturday, February 10, 2024

CONTRACT FEES for Fieldstone Owners Association	
CONTRACT SERVICE FEES: (Not to Exceed)	\$ 900.00
as described in EXHIBIT A	
ESTIMATED DIRECT EXPENSES:	\$ 190.00
as described in EXHIBIT B	
TOTAL ESTIMATED CONTRACT: (optional services not included)	\$ 1,090.00
OPTIONAL SERVICE FEES:	
(total optional services as selected below and described in EXHIBIT C) \$	
Fees are billed in two installments.	
<ol style="list-style-type: none"> 1) \$450.00 - The first half of the Contract Service Fee is billed upon the mailing of the election package plus \$190.00 - Estimated Direct Expenses. *Any applicable optional services selected may be added to the total of these two amounts. 2) \$450.00 - The second half of the Contract Service Fee is billed upon the completion of the election. *Any applicable optional services selected may be added to this amount. 	
Optional Services as Described in Exhibit C:	Price:
<input type="checkbox"/> Online Candidate Submission	\$ 500.00
<input type="checkbox"/> Call for Candidate Solicitation Mailing	\$ 89.70
<input type="checkbox"/> Postcard Reminder Mailing	\$ 265.00
<input type="checkbox"/> Member Election Results Notification	\$ 89.70
<input type="checkbox"/> In-Person Meeting Attendance	Not Available
<input type="checkbox"/> Business Reply Mail (BRM) Return Ballot Postage*	\$.81 each returned ballot*
IN WITNESS WHEREOF, the parties have executed this Agreement on the date below:	
Printed Name: Kurtis Peterson, CMCA	Date: September 18, 2023
For The Inspectors of Election, LLC	
Signature: <i>Kurtis Peterson, CMCA</i>	Title: TIE Partner
Printed Name:	Date:
For "Fieldstone Owners Association"	
Signature:	Title:

EXHIBIT A – CONTRACT SERVICES

ELECTION ADMINISTRATION

The Inspectors of Election will provide the consulting services and staff to provide the services as defined below:

1. TIE will assign a representative to coordinate with the association's managing agent or designated representative acting as a liaison between the Board of Director and The Inspectors of Election. The association's managing agent or designated representative will prepare and/or provide the rules and procedures for the meeting, documentation on any Election Committee actions, documents from the candidates and/or any pertinent notice and agenda information required for the meeting. All documents that are to be included in the notice are to be in final form ready for printing.
2. TIE will review governing documents and civil codes and make recommendations as appropriate for the handling and preparation of voting and balloting information. TIE may rely on the association's legal counsel's review as evidence of the proper documentation and mailing of the notice and voting materials at the expense of the association.
3. TIE will prepare a tailored *Election Action Calendar* with the deadlines for action, based on civil codes, bylaws and the association election rules and procedures.
4. TIE will prepare the election package including all items required by civil codes and/or governing documents. These typically include, but are not limited to: meeting notice, agenda, candidate statements, voting instructions, ballots and balloting envelopes. The election package will be tailored for your association. As part of our quality assurance process, TIE will rely on the association's managing agent or designated representative and/or the association's legal counsel's review and approval, as required, of the election package before final printing and distribution.
5. TIE will prepare the membership list for mailing and registration purposes. TIE requires the association to provide an electronic version (Microsoft excel or tab delimited) of the most current eligible owner list indicating owner's first and last name, on-site property information, and mailing addresses to The Inspectors of Election when requested. TIE will use the membership list for preprinting the return registration envelopes (Envelope #2) and addressing the election package mailing envelopes. TIE prints the civil code owner required information on the return registration envelope (Envelope #2). Additional fees may be applicable if TIE is required to make extensive conversions of the information provided. ***The association membership list is kept completely guarded and is used for no other purposes than the execution of the election in this contractual agreement.***
6. TIE's mailing department will sort, stuff, add postage and mail the election package to the eligible membership list provided by the association.

EXHIBIT A – CONTRACT SERVICES

INSPECTOR OF ELECTION SERVICES

TIE will perform the following Inspector of Election Services as part of the balloting process:

1. TIE will provide a postal address for the return of the ballots to TIE's offices. TIE will verify the membership upon receipt of the envelopes with the enclosed ballots and verify the final tally as part of the documentation defined below.
2. TIE will provide oversight and directions within the bounds of the civil code and its authority given to The Inspectors of Election. This oversight will include the monitoring of the returned registration envelopes (Envelope #2), suggestions for achieving quorum, virtual setting and logistic requirements for the counting; and answering owners' questions on the balloting process. TIE will communicate with the managing agent or designated representative and legal counsel as necessary to prepare for the meeting.
3. TIE representatives will be assigned to the association as required for the election. They will virtually attend the Annual Meeting (Via Zoom, GoToMeeting, WebEx, Microsoft Teams or other video conferencing platform) and any adjournment virtual meeting as required to perform the duties of the Chief Election Inspector. Any Adjourned Virtual Meetings of the members, or meetings with the Board of Directors, will be attended and serviced as requested accordingly. Virtual Meeting Attendance is included in the enclosed pricing structure. TIE provides all required paperwork, equipment or other items required for the meeting.
4. TIE will provide adequate staff including an experienced Chief Inspector at the election meeting to open returned registration envelopes with ballots, tally the results and report the findings of the election.
5. TIE may provide our **AutoVote™** system including electronic equipment, computers, and software. Our **AutoVote™** system is the most professional, accurate and timely system in the market to complete ballot tabulation for the election.
6. TIE will coordinate virtual requirements with the association's managing agent or designated representative.
7. TIE will prepare and provide all the required reports/certificates to state the facts of the election. These documents will be signed by the Chief Inspector. A copy of the Election Inspectors Report will be provided to the Board of Directors and/or the assigned representative.
8. TIE will bind, seal and store the election paperwork and documents for the period required by the civil code and transfer them to the association after the storage period as directed by the assigned representative.
9. TIE will provide a toll-free phone number and a support email address for Board of Directors, Management and Owner questions regarding the balloting process. TIE will respond to all questions on the balloting process in a timely fashion.

EXHIBIT B – ESTIMATED DIRECT COSTS

Estimated Direct Expenses are billed upon execution of this contract. If the actual direct costs differ from this amount, the difference (either positive or negative) will be applied to the first half of the contract service fee billing.

The Inspectors of Election offers full mail house capabilities. We design and print Election Packages, Ballots, Candidate Forms, Postcard Reminders, and anything else specifically for your association (Fieldstone Owners Association). We will implement your logo if available and any common verbiage to which your members are accustomed.

We only bill Fieldstone Owners Association for the cost of each category. Below are the estimated fees and descriptions for the individual areas of the estimated direct costs. The fees below are based on mailing to 46 units.

<i>Estimated Direct Costs</i>	<i>Total</i>
Estimated Printing – Election Package	\$ 63.44
Price is based on an 8-page election package. We print on both sides of a sheet of paper to minimize weight which saves on postage.	
Estimated Printing – Ballots	\$ 10.65
Ballots are 3.67 x 8.5 card stock that fit into #9 or #10 envelopes without folding and potentially damaging the ballot or markings. TIE ballots are scannable to minimize hand counting time and calculation errors.	
Estimated Envelope Costs – 3 Envelope System	\$ 27.60
Our base process includes a three-envelope system; a #9 (secret ballot) envelope, a #10 (return) envelope and a 6.125 x 11 mailing envelope (largest letter size envelope). We preprint owner information on the #10 (return) envelopes and customize the mailing envelopes for your association to enhance member familiarity.	
Estimated USPS Postage	\$ 40.02
All mail is sent First-class. We will monitor mailing trends and offer solutions to minimize costs in this area. Out of Country Mailings will increase this number.	
Election Material Storage	\$ 11.00 per 100 ballots
TIE binds, seals and stores all pertinent election materials for the time frame specified in association governing documents.	
Election Material Handling and Shipping	\$ 35.00
TIE will transfer all election materials to the association after the storage period has expired as directed by the association assigned representative.	
Estimated Direct Cost Total	\$ 190.00

EXHIBIT C – OPTIONAL SERVICES

Below is a list of Optional Services and Pricing available for the election dated: 2/10/2024. To include an Optional Service to this contractual agreement, mark the circle next to the service you would like added on the signature page and include the total to the signature page (3) in the blank space provided for Optional Services Fees.

Online Candidate Submission & Review

TIE will provide the candidate biographical information form and online access username and password to the association to submit to the owners. TIE will inform the association's designated representative as candidate information is submitted online. TIE will use the candidate information, as submitted online, in the election package mailing. This service is included in all **TIEVote™** online service contracts.

Call for Candidate Mailing Solicitation

TIE will prepare the Call for Candidate letter and biographical information form and mail to all owners on the membership list provided by the association. TIE will provide an email address and physical address to accept the candidate nominations. TIE will monitor incoming candidate submissions and acknowledge receipt if submitted via email (preferred method).

Postcard Reminder Mailings

TIE will design, print, post and mail a full-color 8 ½ x 5 ½ postcard reminder to your membership to encourage participation and help achieve quorum. The price listed includes all direct costs associated with the postcard handling, printing and first-class postage.

Member Election Results Notification

TIE will provide a notice of the results of the election to all members by United State Postal Service. TIE will prepare the notice, post and mail. The price listed includes all direct costs associated with handling, printing and first-class postage.


In-Person Meeting Attendance

The Inspectors of Election will provide personnel and equipment to staff your meeting. TIE will accept paper ballots until the close of the polls at the meeting. We will tally the voting results and provide the certification of the election to the association representative and/or your board of directors at the close of the meeting. Adjourned In-Person Meetings of the members, or meetings with the Board of Directors, will be attended and serviced as requested and billed at an hourly rate of \$150 per hour for each TIE representative in attendance plus travel expenses for each TIE representative. TIE provides all required paperwork, equipment or other items required for the meeting.

Business Reply Mail (BRM) Return Ballot Postage*

TIE will provide business reply mail (BRM) for return postage for your association members. You only pay postage for the ballots that are returned. *Price subject to change based on postage rates*



805-214-8018 

will@officialHOAelections.com 

www.officialHOAelections.com 

2060 D E Avenida De Los Arboles, Suite 162 
Thousand Oaks, CA 91362

November 15, 2023

Fieldstone Owners' Association
Attn: Abigail Padou
and the entire Board of Directors of Fieldstone Owners' Association

Official HOA Elections is pleased to provide a proposal for your upcoming election. Our goal is to provide a seamless and professional experience while keeping cost to a minimum.


Since we are not a legal firm, we highly recommend reviewing your established election rules with your association's legal counsel to ensure they are in compliance with current California Civil Codes.

We look forward to assisting you with your election. Please feel free to contact us with any questions about our services.

Sincerely,


Will Morstad
Official HOA Elections, LLC



805-214-8018 

will@officialHOAelections.com 

www.officialHOAelections.com 

2060 D E Avenida De Los Arboles, Suite 162 
Thousand Oaks, CA 91362

Proposal For Election Services

Election services requested for the community known as Fieldstone Owners' Association located in _____ California, at the address _____ for 46 doors.

One (1) Inspector of Elections will be provided at the designated location in person or via virtual online meeting on _____, 2023/24 at ___ pm.

CANDIDATE QUALIFICATIONS AND CALL FOR CANDIDATES

Thirty (30) days before Notice of Meeting - Distribution for 46 doors mailing to include items up for vote, opportunity for Internal Dispute Resolution.

DELIVERY OF NOTICE OF MEETING

Thirty (30) days before ballot mailing - Distribution for 46 doors, notice to include date, time, physical or virtual address of meeting location. Notice to include time and date ballots are to be returned by mail or given to the Inspector of Elections.

DELIVERY OF ELECTION BALLOTS

Thirty (30) days after Notice of Meeting - Distribution of 46 doors, mailing to include ballots and envelopes with instructions to return ballots.

ELECTION RESULTS

No later than fifteen (15) days after voting - Distribution to 46 doors 4x6 postcard mailing will include the voting results.

INSPECTOR OF ELECTION SERVICE

Attendance of one (1) Inspector of Election at two (2) voter meetings should the first meeting be adjourned. The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the inspector or inspectors of elections or at a location designated by the inspector of inspectors until after the tabulation of the vote, and until the time allowed by section §5145 for challenging the election has expired (1-year) at which time custody shall be transferred to the association, pursuant to California Civil Codes §5125 and §5145.



805-214-8018

will@officialHOAelections.com

www.officialHOAelections.com

2060 D E Avenida De Los Arboles, Suite 162
Thousand Oaks, CA 91362

Proposal For Election Services (cont.)

Official HOA Elections will attend two adjourned meetings at no additional cost. Requested attendance in excess of two meetings will incur an hourly charge of \$75.00 per hour with a 2-hour minimum. If quorum is not met after the second attempt, Official HOA Elections will consider the services concluded and provide a final invoice.

Proposal costs based on one (1) Inspector of Elections for 46 doors located in _____ California starting in the month of _____ 2023.

Specified services provided by Official HOA Elections include collection, tabulation of ballots during meeting, printing, mailings and postage (46 doors) of the tabulated voting results postcard and storage of materials for one (1) year pursuant to California Civil Code §5125 & §5145. Please be prepared to share with us your governing documents including but not limited to your adopted Election Rules, Bylaws, CC&R's and any pertinent information related to your association.

We sincerely thank you for the opportunity to provide professional Inspector of Elections services for your election needs. We are here to work side-by-side with you to achieve an efficient and effective voter count for your Association.

ELECTION SERVICES PRICING

Option A:

Inspector of Election Services (Physical Meeting) ----- \$1,088.80
(Postage) ----- \$ 155.36

Option B:

Inspector of Election Services (Virtual/Online Meeting -40%) ----- \$ 653.28
(Postage) ----- \$ 155.36

Authorized Signature: _____

Official HOA Elections, LLC

Print Name: _____

Print Name: Will Morstad

Title: _____

Title: Inspector of Elections

Association: Fieldstone Owners' Association

Date: _____

Date: _____



INSPECTOR OF ELECTION SERVICE AGREEMENT

THIS INSPECTOR OF ELECTION SERVICE AGREEMENT (the "Agreement") is dated this [redacted] day of [redacted], 2023.

CLIENT

(Print full HOA name and address above)

(the "Client")

INSPECTOR

Official HOA Elections, LLC
2060-D Avenida De Los Arboles, Suite 162
Thousand Oaks, CA 91362

(the "Inspector")

BACKGROUND

- A. The Client is of the opinion that the Inspector has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Inspector is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Inspector (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Inspector or Inspectors to provide the Client with the following services in accordance to California Civil Code §5110 (the "Services"):
 - a. Determine the number of memberships entitled to vote and the voting power of each.
 - b. Determine the authenticity, validity, and effect of proxies, if any.
 - c. Receive ballots.
 - d. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
 - e. Count and tabulate all votes.
 - f. Determine when the polls shall close, consistent with the governing documents.
 - g. Determine the tabulated results of the vote.
 - h. Perform any acts as may be proper to conduct the election with fairness to all members in accordance with this article, the Corporations Code, and all applicable rules of the association regarding the conduct of the vote that are not in conflict with this article.
 - i. An inspector of elections shall perform all duties impartially, in good faith, to the best of the inspector of election's ability, as expeditiously as is practical, and in a manner that protects the interest of all members of the association. If there are three inspectors of elections, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the inspector or inspectors of elections is prima facie evidence of the facts stated in the report.

TERM OF AGREEMENT

2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

3. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

COMPENSATION

4. The Inspector will charge the Client a fee of \$ [REDACTED] for the combined Services and postage costs in the Proposal (the "Compensation"). The Client agrees to pay for additional charges in accordance to the signed Proposal such as additional copies, postage, envelopes, replacement ballots and additional meeting hours in excess of the included Initial Meeting and one (1) adjourned meeting. Client also agrees to pay the total fee including postage even if zero candidates are submitted for ballot and/or quorum of ballots is not met.
5. The Client agrees to pay a fifty (50%) deposit upon signature of this agreement unless the total amount for the entire contract is less than \$1,000.00 in which case the total will be invoiced in full. Payment of deposit is due upon receipt of invoice and is considered late if not paid within 30-days of receipt. The remaining balance and any additional charges are due no later than 15-days from the ballot opening meeting or upon the conclusion of the election or voting. Late payments will be reported to all three credit bureaus if payment is not received within 60 days of the initial due date.
6. Invoices submitted by the Inspector to the Client are due within 30-days of receipt.

PENALTIES FOR LATE PAYMENT

7. Any late payments will incur a 10.00% compounded fee per month on any outstanding balances still owing. Late payments will be reported to all three credit bureaus if payment is not received within 60 days of the initial due date.
8. Returned checks will incur a fee of \$25.00

CONFIDENTIALITY

9. The Inspector agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Inspector has obtained, except as authorized by the Client or as required by law.

ASSOCIATION RESPONSIBILITY

10. Official HOA Elections, LLC does not assume any responsibility for the accuracy of the information provided by the Association including but not limited to Membership Lists. It is the responsibility of the Association to ensure that it provides accurate information to the Inspector for the purpose of conducting the election and mailings in accordance with California Civil Code §5110.
11. The Client is responsible for providing the Inspector a members/owners list in Excel format which must include members name, complete association and mailing street address, city, state and zip, all separated in their own columns. The list must be provided to the Inspector before the first Notice mailing and again before the Ballot Mailing. The Client is responsible for removing all confidential information from the members list prior to providing to the Inspector. A \$75.00-\$150.00 charge will be added to the final invoice for any Excel formatting done by the Inspector.
12. The Client agrees to cooperate with the Inspector and related staff for purposes of conducting the election in accordance with California Civil Codes.

RETURN OF PROPERTY

- 13.** The Inspector will return to the Client any ballots, documentation, records, or Confidential information (Election Materials) which is property of the client after one (1) year pursuant to California Civil Code §5125 and §5145. It is the sole responsibility of the Association to provide the return mailing contact information (Name and address of Current Association Management Company or Board Member) to the Inspector for the purpose of returning the Election Materials in accordance with California Civil Code §5125.

CAPACITY/INDEPENDENT INSPECTOR

- 14.** In providing the Services under this Agreement it is expressly agreed that the Inspector is acting as an independent Inspector and not as an employee. The Inspector and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for the services contained herein.

INDEMNIFICATION

- 15.** The Association shall indemnify, defend and hold harmless the Inspector or Inspectors, directors, officers, employees and agents from and against any and all claims, demands, costs, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.
- 16.** The Inspector will be responsible only for any willful misconduct and gross negligence where such liability is due to the sole conduct of Inspector and/or employees in the performance of its duties under this Agreement.

ARBITRATION

- 17.** In the event of a dispute over the performance and/or non-performance by either party in this Agreement, the alleging party shall offer arbitration to the offending party prior to initializing legal action to gain compliance with the terms and conditions set forth by this Agreement.

ENTIRE AGREEMENT

- 18.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

- 19.** All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Inspector.

INSURANCE

- 20.** The Inspector agrees to maintain at the Inspectors expense the following insurance coverage: General Liability Insurance with a minimum amount of \$1,000,000.00 per occurrence in addition to Errors and Omissions with a minimum amount of \$1,000,000.00 per occurrence.

COURT APPEARANCES

- 21.** The Client agrees to pay the Inspector \$175.00 per hour per staff member for mandatory court appearances for elections challenged by the Association or Homeowner or legal counsel, a three (3) hour minimum charge per staff member. This cost does not include mileage which will be billed at current year IRS mileage rate.

RECORDS

22. A non-refundable fee of \$175.00 per hour will be incurred and paid in advance to the Inspector by the requesting party at any point and time prior to the one (1) year expiration date to review the Election Materials Records. Three (3) hour minimum charge. Payment does not equate to or entitle the requesting party to three (3) hours of time to inspect the Records. A reasonable and fair amount of time will be given to the requesting party depending on the quantity of ballots and will be set at the sole discretion of the Inspector of Election.

TERMINATION

23. This contract may be terminated by either Party with 30-days written notice with or without cause before any notice or ballot distribution.

24. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Inspector will be entitled to partial payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Inspector.

WAIVER

25. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

ASSOCIATION LEGAL COUNSEL ACCESS

26. The Inspector has the authority to confer with the Association’s legal counsel in advance of or at the meeting where Secret Ballots are to be counted. By the acceptance of this Agreement, the Association’s legal counsel will be authorized by the Board of Directors to provide advice, as determined necessary or prudent by the Association's legal counsel, for the limited purpose of informing and advising the Inspector regarding issues related to the Inspector(s) performing his or her duties for the Association, and the Association extends the attorney-client privilege to the Inspector as their agent to the Association for that limited purpose and at the expense of the Association.

CONTRACT AGREEMENT ACCEPTANCE

Signature: _____

Name: Will Morstad

Name: _____

Title: Owner

Title: _____

For: Official HOA Elections, LLC

For(HOA): _____

Date: _____

Date: _____