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13 Attorneys for Plaintiffs, Cross-Respondents
and Real Parties in Interest
14 CITY OF NEWPORT BEACH,
NEWPORT BEACH CITY COUNCIL,
15 AARON HARP, and LENA SHUMWAY

16 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF ORANGE

18 CITY OF NEWPORT BEACH, et al.,

19 Plaintiffs,

20 vs.

21 NEWPORT BEACH STEWARDSHIP
ASSOCIATION, et al.,

22 Defendants.

23 NEWPORT BEACH STEWARDSHIP
ASSOCIATION, et al.,

24 Cross-Petitioners,

25 vs.

26 LENA SHUMWAY, et al.,

27 Cross-Respondents,

28 CITY OF NEWPORT BEACH, et al.,

Real Parties In Interest.

No.: 30-2026-01559183-CU-JR-NJC

Action Filed: March 26, 2026

ASSIGNED FOR ALL PURPOSES TO:
Hon. Julianne Bancroft, Dept. N14

**DECLARATION OF JESSICA BLAIR
IN SUPPORT OF INITIAL RETURN TO
WRIT OF MANDATE**

**No Fee:
Cal. Gov't Code § 6103**

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1. I am the principal of Stellara Group, LLC, a municipal consulting firm that specializes in supporting local elections, city clerk functions, and general local government procedures. I have more than 25 years of California local-government experience and experience administering municipal elections, both as a city clerk and as a consultant. Additionally, between myself and the consultant team I have assigned to this project, we have nearly 100 years of combined election experience as elections officials in the conduct of stand-alone, consolidated, general, special, countywide, and statewide elections, including recalls and referendums, as well as experience with election litigation.

3. Preparations for an election normally take eight to twelve months even for county registrars of voters, who already have election staff and infrastructure, established procedures, and databases. The City of Newport Beach had only 68 days, and no staff or infrastructure, procedures, or data. As this was an urgent matter and the services to be provided would unfold on an extremely compressed timeline, I was asked to begin work on an invoice/purchase order basis while a full services contract was being prepared. On September 3, Stellara issued an invoice for a flat-fee Mobilization & Feasibility Assessment for the November 3, 2026 ballot measure election. A true and correct copy is attached as **Exhibit 1**.¹ On September 4, the City issued Purchase Order No. 22700530 to Stellara for election and consultation services for the November 3, 2026 election. A true and correct copy is attached as **Exhibit 2**. Since that time, I have continuously worked to advance the planning

¹ The invoice attached as Exhibit 1, as well as the purchase order attached as Exhibit 2 and the professional services agreement attached as Exhibit 3, contains my personal home address from which I conduct my business. This information is not relevant to the City's compliance with the Court's order and so is redacted.

1 and implementation steps within Stellara's scope and authority necessary to conduct the standalone
2 November 3, 2026, election, while identifying and pursuing the outside agency information, approvals,
3 and coordination on which certain election functions depend.

4 4. The Professional Services Agreement between the City and Stellara, effective
5 September 11, 2026, provides for Stellara to manage and coordinate the City's separate November 3,
6 2026, Special Municipal Election for the three City Charter initiative measures under the authority of
7 the City Clerk as the City's elections official. The Agreement authorized total compensation of up to
8 \$495,000, including professional services, subcontractor fees, additional personnel, and contingency
9 costs. A true and correct copy of the executed Agreement is attached hereto as **Exhibit 3**.

10 5. Consistent with the Court's order requiring the City to conduct the November 3,
11 2026, election, the Agreement authorizes a comprehensive election-administration scope. Stellara's
12 responsibilities include developing the implementation calendar and operating procedures; arranging
13 and coordinating election providers; obtaining and managing voter records; military and overseas voter
14 ballot issuance; ballot and voter-information production; voter assistance; ballot receipt, security, and
15 processing; signature verification and cure procedures; equipment and testing; tabulation; canvassing;
16 and election closeout.

17 6. The Agreement's scope of work specifically requires development of an
18 implementation calendar, operating procedures, a staffing plan, and a provider schedule; coordination
19 of City and County requirements and voter-data delivery; ballot development, proofs and approvals;
20 and establishment of voter-assistance, secure ballot-receipt, staffing, training, signature-review and
21 cure arrangements for early voters. Significant milestones under the Agreement include
22 commencement of Voter Information Pamphlet preparation by September 15, issuance of
23 military/overseas ballots by September 18, and general ballot mailing by October 19. The Agreement
24 expressly provides that time is of the essence and requires Stellara to perform the services diligently
25 and timely. It also expressly recognized that preliminary preparation and separately authorized vendor
26 mobilization could begin before execution of the full election-administration agreement.

1 7. When I was first contacted for this engagement, I understood that the City
2 needed an immediate determination as to whether the operational components of a standalone
3 November 3, 2026 election could be assembled within the remaining time. My initial work therefore
4 focused on critical election deadlines, voter data, requirements under the Uniformed and Overseas
5 Citizens Absentee Voting Act (“UOCAVA”), ballot production and mailing, voter and ballot
6 management, voting equipment, processing and tabulation, staffing, security, and the County-
7 controlled information necessary for those functions.

8 8. On September 4, I spent substantial time contacting specialized election vendors
9 to determine whether a workable City-administered approach could be assembled on the compressed
10 schedule and to identify what County data or coordination would be required.

11 9. By the afternoon of September 4, based on the time remaining before the
12 November 3, 2026 election and the available staffing, facilities, equipment, production schedules, and
13 other operational requirements, I determined that I could not assemble and administer a traditional
14 precinct-based polling-place election within the available timeframe. I had also been informed that the
15 County of Orange would not consolidate the three City measures with the County-administered
16 November 3, 2026 General Election. Based on those circumstances, I determined that the
17 operationally viable approach available to the City was a City-administered election using mailed
18 ballots for approximately 60,000 registered Newport Beach voters, together with the voter-assistance
19 and accessible-voting services required for the election.

20 10. From that point on, my implementation work was directed toward assembling
21 the separate functions needed to issue, receive, verify, process, tabulate, and canvass City ballots on
22 the November 3 schedule. At that time, I identified ProVote Solutions for ballot production and
23 mailing, the City of Whittier’s Government Election Management system (“GEM”) for voter and
24 ballot management, and Hart InterCivic, Inc. for voting equipment and tabulation support. I also
25 began assembling an experienced municipal election team for ballot processing and tabulation. After
26 ProVote later advised that it could no longer accommodate the City’s compressed production schedule,
27 I promptly identified K&H Printing as a replacement ballot-production and mailing vendor.

1 11. At 2:08 p.m. on September 4, I emailed personnel at the office of the Orange
2 County Registrar of Voters (Registrar) directly. I requested immediate voter-file and update data,
3 UOCAVA records and delivery preferences, signature-image or signature-verification access and
4 technical specifications, precinct and Geographic Information System (“GIS”) data,
5 language/accessibility information, ballot-history coordination, procedures for misdirected ballots, and
6 other operational coordination procedures — all of which is necessary to effectively administer a
7 municipal election. A true and correct copy of my external email is attached as **Exhibit 4**.

8 12. These requests reflected my professional judgment of the distinct County-
9 controlled inputs the City needed to administer the election. At the same time, I identified the election
10 administration components the City and its vendors could proceed to move forward independently.
11 This included the work of ballot-production planning, vendor coordination, voter/ballot-management
12 configuration, equipment planning, staffing, processing and tabulation planning, security procedures,
13 and other standalone-election functions. These components of election administration could be
14 advanced while the City pursued the County-controlled data and services, so we proceeded to move
15 those items forward expeditiously.

16 13. Hence, within approximately two days of my initial involvement, I had
17 identified a potential operating structure for a City-administered election involving specialized ballot-
18 production and mailing, voter and ballot management, voting equipment, and ballot-processing and
19 tabulation resources, and I had begun direct coordination with the Registrar concerning the County-
20 controlled inputs necessary to implement that structure.

21 14. Between September 5 and September 10, I continued developing and testing the
22 feasibility of the City-administered election and advancing the components that could proceed while
23 County coordination remained unresolved. On September 8, the City received a response from the
24 Registrar of Voters addressing my September 4 request for specific County information and support, in
25 which the Registrar declined to provide certain critical information and support. A true and correct
26 copy of the September 8, 2026, response from the Registrar of Voters is attached as **Exhibit 5**.
27 Following the County’s September 8 response, I identified the remaining County-controlled
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1 dependencies and worked with the City to distinguish those items from voter information that could be
2 obtained separately.

3 15. During the same period, I continued coordinating with the election vendors. I
4 worked with the City of Whittier and the GEM system I had arranged to lease from Whittier regarding
5 voter-file configuration, ballot management, and military and overseas voter processing; with ProVote
6 Solutions regarding ballot and envelope production, mailing, postage requirements, production
7 schedules, and pricing; and with Hart InterCivic regarding ballot programming, equipment, testing,
8 tabulation, and production timing. On September 9, I provided the City with an updated feasibility
9 assessment, proposed phased scope and compensation schedule, and an exhibit identifying the County
10 services and coordination needed for the election.

11 16. On September 8, Orange County Registrar of Voters Bob Page advised the City
12 that the County could provide a Newport Beach voter file for governmental use. He stated that the file
13 would identify Newport Beach voters registered as military or overseas voters and their preferred
14 method of receiving their ballots, and that the file could be provided as a tab-delimited text file for use
15 by the City. He further advised that the file would not include voters' driver's license numbers, Social
16 Security numbers, signatures, or language preferences. A true and correct copy of the Registrar's
17 September 8 e-mail correspondence regarding the voter file is attached as **Exhibit 6**.

18 17. The County transmitted a Newport Beach voter file to the City on September 9.
19 On September 10, I obtained access to that file and began coordinating its use with GEM for voter and
20 ballot management and preparation for military and overseas ballot issuance. I continued moving the
21 vendor and ballot-production work forward toward the planned September 18 military and overseas
22 issuance. At that point, lawful and operationally usable access to the voter signature records necessary
23 for signature verification remained an unresolved County dependency.

24 18. After the voter file was obtained, I worked with GEM to use the voter data to
25 identify the City's military and overseas voters and their ballot-delivery information, and I continued
26 coordinating the ballot-production and vendor components necessary to meet the approaching
27 UOCAVA deadline. Elections Code section 3105 requires military and overseas voter ballots to be
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1 sent no later than 45 days before the election and permits those ballots to be sent by mail, facsimile, or
2 electronic transmission, as requested by the voter. Based on the voter information provided to the
3 City, the military and overseas voter ballots were sent by mail and/or electronic transmission on
4 September 19, 2026.

5 19. Following issuance of the UOCAVA ballots to military and overseas voters, I
6 have continued implementation work. To the extent a task can proceed without County or State
7 services, I have continued advancing it with the City Clerk and election vendors. However, there are
8 several critical resources that are within the exclusive control of either the State of California or the
9 County of Orange and that remain unavailable to me to continue the election implementation work.

10 20. With regard to the State of California, Elections Code section 13002 requires
11 ballot paper and ballot cards used in California elections to be tinted and watermarked, or overprinted
12 with a design, furnished by the Secretary of State. Secretary of State regulations require a jurisdiction
13 conducting an election to obtain a tint and watermark assignment and to obtain a ballot-card release
14 before ballot cards may be manufactured for the election. In addition, California requires validation
15 before each election that the voting system to be deployed is identical to the Secretary of State-
16 supplied trusted build, either by reinstalling the trusted build or by using the Secretary of State's
17 trusted-build cryptographic hash to verify that the approved software and firmware have not been
18 modified. To my knowledge and belief, as of the date of this Declaration, the City has not received the
19 State-controlled materials, releases, approvals, and trusted-build information necessary to complete
20 ballot production and prepare the selected voting system for use. Unless and until those State-
21 controlled items are received, I cannot complete the ballot-production and tabulation components of
22 the election as presently planned.

23 21. With regard to the County of Orange, the Registrar maintains the official voter-
24 registration records for Newport Beach voters, including continuous registration updates and records
25 for voters whose registration information is confidential or otherwise protected under state law. The
26 County also maintains the voter signature records necessary to perform the signature-comparison
27 process required by Elections Code section 3019. The voter file previously provided to the City did
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1 not include those signature records or the addresses of voters whose registration information is
2 confidential. The Registrar has declined to produce the list of confidential voters. In addition, a
3 reciprocal chain-of-custody process must be established for City ballots inadvertently returned to
4 County Vote Centers or drop boxes and for County ballots mistakenly delivered to City locations. I
5 previously requested these remaining records, access arrangements, and procedures from the Registrar.
6 To my knowledge and belief, as of the date of this Declaration, the City has not received a complete
7 method for continuous voter-registration updates that includes the protected voter population, lawful
8 and operationally usable access to the voter signature records necessary for ballot verification, or an
9 agreed process for handling ballots delivered to the wrong election jurisdiction. Without a complete
10 and up-to-date voter universe, the City cannot issue ballots to every eligible Newport Beach voter;
11 without lawful signature-record access, returned vote-by-mail ballots cannot be processed through the
12 signature-verification procedure required by Elections Code section 3019; and without a reciprocal
13 custody process, the City cannot ensure timely retrieval and processing of City ballots inadvertently
14 returned through County locations.

15 22. Based on the production schedule provided to me by K&H Printing, the ballot-
16 production and mailing vendor currently identified for the election, the City must provide final
17 approval and authorization to print the ballot envelopes by September 25, the final Voter Information
18 Guide by October 1, and final ballot artwork by October 8. K&H's production schedule provides for
19 ballot printing and packet assembly beginning by October 12 and a mail drop by October 19 or sooner.
20 On September 24, K&H advised me that **October 7 is the latest date by which it can receive the**
21 **required Secretary of State and County of Orange approvals and releases necessary for ballot**
22 **production** in order to complete its work and meet those production deadlines. If the required State
23 and County approvals and releases are not received by October 7, K&H will not be able to complete
24 the ballot-production work on the schedule necessary for the planned October 19 mailing, and I will
25 not be able to complete the ballot-production and mailing components of the November 3, 2026
26 election as presently planned.

1 23. Beginning on September 11, 2026, I became aware that Orange County
2 Registrar of Voters Bob Page has made a series of posts on the social media internet website LinkedIn
3 regarding the City's efforts to secure assistance from the County in connection with administering the
4 November 3 election. As recently as September 22, Mr. Page declared that "I do not support having
5 the County of Orange Registrar of Voters provide a range of election services for its municipal
6 election, because I believe doing so would interfere with the administration of the regular statewide
7 2026 General Election and confuse Newport Beach voters." True and correct copies of Mr. Page's
8 recent posts in regard to this matter are attached hereto as **Exhibit 7**.

9 24. My declaration describes election-administration work within my own knowledge.
10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct.

12 Executed on September 28, 2026, at Napa, California.

13
14 *Jessica Blair*

Jessica Blair (Sep 28, 2026 13:02:15 PDT)

Jessica Blair

1 **PROOF OF SERVICE**

2 I, the undersigned, declare under penalty of perjury that:

3 I am a citizen of the United States, over the age of 18, and not a party to the within
4 cause of action. My business address is 555 Capitol Mall, Suite 400, Sacramento, California 95814.

5 On September 28, 2026, I served a true copy of the following document(s):

6 **DECLARATION OF JESSICA BLAIR IN SUPPORT OF**
7 **INITIAL RETURN TO WRIT OF MANDATE**

8 on the following party(ies) in said action:

9 Navi S. Dhillon, Esq.
10 Winston Stromberg, Esq.
11 Dylan Crosby, Esq.
12 Lucas Grunbaum, Esq.
13 Aaron M. Reuben, Esq.
14 Beau Stockstill, Esq.
15 PAUL HASTINGS LLP
16 101 California Street, 48th Floor
17 San Francisco, CA 94111
18 Phone: (415) 856-7080
19 Fax: (415) 856-7180
20 Email: navidhillon@paulhastings.com
21 winstonstromberg@paulhastings.com
22 dylancrosby@paulhastings.com
23 lucasgrunbaum@paulhastings.com
24 aaronreuben@paulhastings.com
25 beaustockstill@paulhastings.com
26 kenhartley@paulhastings.com
27 adamzenko@paulhastings.com

Attorney for Defendants and Cross-Petitioners,
NEWPORT BEACH STEWARDSHIP
ASSOCIATION and MARSHALL "DUFFY"
DUFFIELD

19 ☐ **BY UNITED STATES MAIL:** By enclosing the document(s) in a sealed envelope or
20 package addressed to the person(s) at the address above and

21 ☐ depositing the sealed envelope with the United States Postal Service, with the
22 postage fully prepaid.

23 ☐ placing the envelope for collection and mailing, following our ordinary business
24 practices. I am readily familiar with the business's practice for collecting and
25 processing correspondence for mailing. On the same day that correspondence is
26 placed for collection and mailing, it is deposited in the ordinary course of business
27 with the United States Postal Service, located in Sacramento, California, in a sealed
28 envelope with postage fully prepaid.

26 ☐ **BY OVERNIGHT DELIVERY:** By enclosing the document(s) in an envelope or package
27 provided by an overnight delivery carrier and addressed to the persons at the addresses listed.
28 I placed the envelope or package for collection and overnight delivery at an office or a
regularly utilized drop box of the overnight delivery carrier.

- 1 ☐ **BY MESSENGER SERVICE:** By placing the document(s) in an envelope or package
2 addressed to the persons at the addresses listed and providing them to a professional
messenger service for service.
- 3 ☐ **BY FACSIMILE TRANSMISSION:** By faxing the document(s) to the persons at the fax
4 numbers listed based on an agreement of the parties to accept service by fax transmission.
No error was reported by the fax machine used. A copy of the fax transmission is maintained
5 in our files.
- 6 ☐ **BY EMAIL TRANSMISSION:** By emailing the document(s) to the persons at the email
7 addresses listed based on a court order or an agreement of the parties to accept service by
email. No electronic message or other indication that the transmission was unsuccessful was
8 received within a reasonable time after the transmission.
- 9 ☒ **BY EMAIL TRANSMISSION (ONE LEGAL):** By electronically submitting for filing and
service the document(s) listed above through One Legal, an electronic filing vendor approved
by this Court. The name of the vendor and the transaction receipt I.D. are given in the
vendor's emailed Notification of Service.

10 I declare, under penalty of perjury, that the foregoing is true and correct. Executed on
11 September 28, 2026, in Sacramento, California.

12 
13 _____
14 Eva Alfaro

(2,320,701)

EXHIBIT 1

Stellara Group, LLC

INVOICE

[REDACTED]
[REDACTED]
Phone: 818-903-0627

INVOICE:DATE: 09/03/26

TO:
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

FOR:
November 3, 2026 Ballot Measure Election
Mobilization & Feasibility Assessment

DESCRIPTION	HOURS	RATE	AMOUNT
Flat-Fee Mobilization & Feasibility Assessment	N/A	12,500	12,500
TOTAL			12,500.00

Make all checks payable to Stellara Group, LLC

THANK YOU FOR YOUR BUSINESS!

EXHIBIT 2

**Bill To**

100 CIVIC CTR DR
PO BOX 1768
NEWPORT BEACH, CA 92660-3267
949-644-3117
AP@NEWPORTBEACHCA.GOV

Purchase Order

Fiscal Year 2027

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

22700530

Delivery must be made within doors of specified destination.

Vendor**STELLARA GROUP LLC****Ship To**

CITY ATTORNEY
100 CIVIC CENTER DR
NEWPORT BEACH, CA 92660
PURCHASING@NEWPORTBEACHCA.GOV

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				12700684	LENA SHUMWAY 949-644-3005
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
09/04/2026	23226		NET 30 DAYS		CITY ATTORNEY
NOTES					

ELECTION SERVICES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ATTENTION: LENA SHUMWAY, LSHUMWAY@NEWPORTBEACHCA.GOV 949-644-3005

REFERENCE: PROPOSAL, DATED 03-SEPT-2026

ATTENTION: STELLARA GROUP LLC
818-903-0627 jessica@thestellaragroup.com

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	ELECTION AND CONSULTATION SERVICES FOR NOVEMBER 3, 2026 ELECTION GL Account: 74904 - 891050	1.0		\$12,500.00	\$12,500.00
				\$12,500.00	
GL SUMMARY					
	74904 - 891050			\$12,500.00	

Important: Terms and Conditions on the reverse side are incorporated herein.

Finance Director
City of Newport Beach

Total Ext. Price	\$12,500.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total**\$12,500.00**

Vendor/Original Copy

CONDITIONS: The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Price:** The price for the goods covered by this order shall, as applicable, cover the net weight of the products, and no extra charge of any kind, including charges for boxing, packaging or crating, shall be allowed unless specifically agreed to in advance in writing by CITY. The price for services covered by this order shall cover all activities required to perform the services as contemplated in this order.
2. **Taxes:** The amount of taxes imposed will be separately stated on the Order Form and any related invoice and all amounts shown will include all federal, state and local sales, use, excise and similar taxes applicable to the goods or services sold or provided under this order or the materials used in connection therewith; and SELLER shall pay any and all such taxes, except taxes required by Law to be paid or borne by CITY.
3. **Most Favored Customer Status:** CITY shall have the status of a "most-favored customer" with respect to matters of pricing, availability, and other terms. SELLER represents and warrants that the prices and other terms provided to CITY under this order are not less favorable than those extended to any of its other customers for similar goods and services under reasonably similar circumstances and, in the event that SELLER provides any of its other customers with more favorable prices or other terms, SELLER shall immediately provide that more favorable price or other term to CITY.
4. **Law:** This contract is governed by the laws of the state of California. In any legal action to enforce or interpret this contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. The provisions of the Uniform Commercial Code shall apply except otherwise set forth in this contract. SELLER shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities.
5. **Integrated Contract:** This order when accepted by SELLER either in writing or by the shipment of any goods or articles or other commencement of performance hereunder, constitutes the entire contract between SELLER and CITY; no exceptions, alternates, substitute or revisions are valid or binding on CITY unless authorized by CITY in writing. In the event there are any conflicts or inconsistencies between this order and any attachment hereto, the terms of this order shall govern. This agreement, memorialized by this order, may only be modified or amended by a written document executed by both SELLER and CITY.
6. **Delivery:** Time is of the essence in the delivery and performance under this contract. CITY reserves the right to refuse any goods or services and to cancel all or any part of the goods or services not conforming to the applicable specifications, scope, drawings, samples or descriptions. Acceptance of any part of the order for goods or services shall not bind CITY to accept future deliveries, nor deprive CITY of the right to return goods or services already accepted, at SELLERS expense. Overshipments and under shipments shall be only as agreed to by CITY. Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
7. **Risk of Loss:** Delivery shall not be deemed complete until goods or services have actually been received and accepted by CITY. Payment shall be made within thirty (30) days after invoice and acceptance of deliveries by CITY.
8. **Warranty:** SELLER expressly warrants that the goods and services covered by this order are: 1) free of liens or encumbrances, 2) of merchantable quality and good for the ordinary purposes for which they are used, 3) fit for the particular purpose for which they are intended, and 4) satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify, defend and hold CITY harmless from liability, loss, damage and expense, including reasonable attorney's fees, incurred or sustained by CITY by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, State or Federal codes, ordinances, orders, or statutes including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
9. **Infringement:** SELLER shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract. SELLER warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. SELLER shall indemnify, defend and hold CITY harmless, at SELLER'S expense against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any good or article of material or service furnished hereunder.
10. **Assignment:** Neither this order nor any claim against CITY arising out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent. All terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the parties.
11. **Force Majeure.** Either Party shall be excused from performing its obligations under this contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.
12. **Severability.** If any term or portion of this contract is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect. In such event, the parties shall in good faith attempt to replace any unenforceable provision of this order with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.
13. **Default:** If SELLER or any approved subcontractor breaches any provision herein, or becomes insolvent, enters bankruptcy, receivership or other like proceedings (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice, whereupon: (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the SELLER or may collect against the bond or surety, or may invoice the SELLER for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
14. **Non-Discrimination:** SELLER represents that it is an equal opportunity employer and neither it, nor any contractor it employs, shall discriminate against any subcontractor, employee or applicant for employment because of any class protected either under state or federal law.
15. **Termination:** CITY reserves the right to terminate this order without penalty with cause immediately or without cause after seven (7) days written notice, unless otherwise specified. Cause shall be defined as any breach of this contract, or any misrepresentation or fraud on the part of SELLER. Exercise by CITY of its right to terminate shall relieve CITY of all further obligations. CITY reserves the right to cancel this contract without cause by providing written notice to SELLER at any time before the goods, services or other articles are shipped to CITY.

WORK ORDER CONDITIONS

16. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefore, shall obtain and maintain all building and other permits and or licenses required by Public authorities in connection with performance of the contractors, SELLER shall conduct all operations in SELLER'S own name and as an independent contractor, and not in the name of or as an agent for CITY.
17. **Indemnification:** SELLER agrees to indemnify, defend and hold harmless CITY, its elected and appointed officials, officers, employees and agents ("CITY INDEMNITEES") from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SELLER pursuant to this contract, unless such injury is caused by the sole negligence or willful misconduct of CITY or CITY INDEMNITEES. If SELLER'S negligence combines with CITY'S active negligence to cause injury, SELLER and CITY agree that liability will be apportioned as determined by a court of competent jurisdiction.
18. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances and limits not less than those specified: (a) Workers' Compensation complying with any statutory requirements and Employers' Liability with a limit of no less than \$1,000,000 per accident for bodily injury or disease; (b) Commercial General Liability on an occurrence form including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate; (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If CITY so desires, these limits may be increased or decreased. Bills and Liens: SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the goods, the work or the premises, but if any does so attach, SELLER shall promptly procure its release, and in accordance with Paragraph 17 above, indemnify, defend and hold CITY harmless against all damages and expense incident thereto.
19. **Bonds:** If CITY so desires, SELLER shall provide payment and performance bonds as required.
20. **Changes:** SELLER shall make no change in the work or perform any additional work without CITY'S specific written approval.

MISCELLANEOUS TERMS AND CONDITIONS

21. All plants and materials must be free of pests and disease. If any are found the material will be rejected and refused. SELLER shall pick up at no cost to CITY.
22. SELLER is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by labor code Sections 6390, General Industrial Safety Order, Section 5194 and Title 6, California Admins. Code MSDS sheet for each specified item shall be sent to place of shipment.
23. **Claims and Attorney Fees:** SELLER shall be required to file any claim the SELLER may have against the CITY in strict conformance with the Tort Claims Act (Government Code sections 900 *et seq.*). In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear its own attorney's fees, costs and expenses.
24. **Terms and Conditions:** SELLER acknowledges that it has read and agrees to all the terms and conditions included in this Contract.
25. **Definitions:** Whenever used herein, "CITY" shall mean CITY of Newport Beach, a political subdivision of the State of California. Whenever used herein, "SELLER" shall mean one who sells goods or articles or provides services under this contract.

EXHIBIT 3

**PROFESSIONAL SERVICES AGREEMENT
WITH STELLARA GROUP LLC FOR
ELECTION AND CONSULTATION SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 11th day of September, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and STELLARA GROUP LLC, a California limited liability company ("Consultant"), whose address is [REDACTED], and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to manage and coordinate the City of Newport Beach's separate November 3, 2026, election for three City Charter initiative measures under the authority of the City Clerk as the City's elections official ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2026, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a not-to-exceed pro-rata flat fee basis for Services performed and completed in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. The total compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subcontractor fees, shall not exceed **Four Hundred Ninety Five Thousand Dollars and 00/100 (\$495,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City. This amount shall be divided according to the Project's phases as follows:

4.1.1 Phase I: An amount not to exceed Seventy Four Thousand Dollars (\$74,000.00) to Consultant;

4.1.2 Phase II: An amount not to exceed One Hundred Thirty Two Thousand Dollars (\$132,000.00) to Consultant;

4.1.3 Phase III: An amount not to exceed Seventy Five Thousand Dollars (\$75,000.00) to Consultant;

4.1.4 Phase IV: An amount not to exceed Forty Thousand Dollars (\$40,000.00) to Consultant;

4.1.5 Fixed Project Contingency not to exceed Twenty Four Thousand Four Hundred Dollars (\$24,400.00) for total Project completion;

4.1.6 Additional Personnel Allowance of One Hundred Fifty Thousand Dollars (\$150,000.00) for total Project completion.

4.2 Consultant shall submit all invoices to City describing the Work performed. All bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay invoices no later than thirty (30) calendar days after approval of the invoice by City staff.

4.3 City shall reimburse only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant and its subcontractors shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Jessica Ann Blair to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the City Clerk as Election Official. The City Clerk or designee shall be the Project Administrator and shall have the authority to

act for City under this Agreement with legal advice provided by the City Attorney. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

8.4 Election Data Security. Consultant shall maintain, and shall require personnel and subconsultants under its control with access to protected voter information to maintain, reasonable administrative, technical, and physical safeguards consistent with applicable California law and regulations governing voter-registration information. Access shall be limited to personnel with a legitimate election-related need; protected voter information shall be transmitted and stored using appropriate encryption and secure methods; account credentials shall not be shared; and suspected unauthorized access, disclosure, loss, or breach shall be promptly reported to the City and handled in accordance with applicable reporting requirements. At the conclusion of the election and applicable retention period, protected information shall be returned to the City or securely destroyed as required by law and applicable agreements. Nothing in this provision makes

Consultant responsible for the security practices or systems of vendors contracting directly with the City.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the “Indemnified Parties”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys’ fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, “Claims”), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials, violation of any law, rules or regulation or Consultant’s presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys’ fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant’s employees, subcontractors or agents to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and Exhibit B. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein,

the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter “Documents”), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant’s expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City’s sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant’s deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States’ letters patent, trademark, or copyright, including costs, contained in Consultant’s Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate

records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: City Clerk
City Clerk's Office
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Jessica Ann Blair
Stellara Group LLC
[REDACTED]
[REDACTED]

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and

thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern except that inconsistencies as to Scope of Work and billing shall be governed by the Exhibits to this Agreement.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: _____

Joseph Meeks
By: Joseph Meeks (Sep 14, 2026 16:26:01 PDT)
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

Lena Shumway
By: Lena Shumway (Sep 15, 2026 09:34:02 PDT)
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

Seimone Jurjis
By: Seimone Jurjis (Sep 14, 2026 17:01:13 PDT)
Seimone Jurjis
City Manager

**CONSULTANT: STELLARA GROUP
LLC**, a California limited liability company

Date: _____

Jessica Blair
By: Jessica Blair (Sep 14, 2026 17:41:20 PDT)
Jessica Ann Blair
Founder and Managing Member

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

1. PURPOSE AND OPERATING STRUCTURE

Stellara Group LLC (“Stellara”) will administer and coordinate the City of Newport Beach’s separate November 3, 2026 special municipal election for three City Charter initiative measures under the authority of the City Clerk as the City’s elections official.

Stellara will arrange the election providers including but not limited to, ProVote, Hart InterCivic (“Hart”) and Whittier’s Government Election Management (“GEM”) (“Election Providers”) and outside personnel identified in the approved provider and staffing schedule and manage their assigned work. Routine election operations will be staffed through those arrangements.

The City Clerk will serve as Stellara’s primary contact for City direction, legal issues, contractual matters, and coordination of required City approvals, with the City Attorney’s Office providing feedback on legal issues as needed. The City Clerk will retain the authority and responsibilities of the City’s elections official. This coordination arrangement does not transfer powers reserved by law to City officials.

The work will follow the election procedures and calendar approved by the City, consistent with applicable law and operative court orders. The planned September 18, 2026 military/overseas issuance and October 19, 2026 general ballot mailing depend on timely authorization, approved election procedures and content, usable voter information, funding, and provider readiness.

Preliminary preparation and separately authorized vendor mobilization may begin before final ballot-content approval or execution of the full election-administration agreement. Those activities will remain within the scope and financial commitments authorized by the City.

2. SERVICES

Election planning and coordination

Develop and maintain the implementation calendar, operating procedures, staffing assignments, provider schedules, budget tracking, and progress reports. Coordinate work among the City, County of Orange (“County”), and Election Providers.

Prepare operational information and implementation materials supporting City actions and County service requests. Legal documents, legal determinations, and requests for judicial relief will remain subject to City Attorney preparation or review.

Identify the approvals and resources required for each activity, including the distinction between preliminary preparation, authorization to release final election materials, and approval of subsequent election-administration services.

Personnel and training

Arrange, train, schedule, and supervise outside personnel for voter assistance, ballot intake, signature verification and required additional review, cure processing, ballot preparation and duplication, reconciliation, tabulation support, and canvass activities.

Prepare a staffing plan identifying assignments, supervisors, operating hours, backup coverage, the organization supplying each position, and associated costs. Staffing will be developed using the current planning population of approximately 60,400 registered voters and refined using the validated voter file, anticipated returns, processing requirements, assistance hours, and confirmed provider coverage.

The plan will identify personnel available for initial signature review, required additional reviews, cure administration, and supervisory decisions. The City Clerk, with City Attorney advice, will confirm any appointments, designations, or authorizations required for those personnel to perform their assigned functions.

Personnel supplied by Election Providers will remain employed or engaged by those organizations, subject to applicable law. Stellara will coordinate project assignments and performance with each supplying organization and administer its own personnel obligations.

Initial training, supervision, secure work areas, and operating coverage will be established in time for early ballot returns. Staffing will expand as necessary under the approved plan for the general mailing, Election Day, and canvass.

Voter records and military/overseas ballots

Coordinate receipt, secure access, validation, and updates of voter registration information. Work with the County and GEM to confirm file layouts, permitted identifiers, delivery methods, update schedules, and correction procedures.

Establish procedures for identifying eligible military/overseas voters, their delivery preferences, and any protected-voter requirements.

Manage preparation and issuance with GEM and the military/overseas providers identified in the approved provider schedule for the planned September 18 initial mailing or transmission. Obtain confirmation of Hart's and the military/overseas providers' latest final-content, proof-approval, production, and release deadlines.

Track issuance, completion, delivery exceptions, and subsequent qualifying requests. Arrange continuing military/overseas services through the applicable election periods.

Coordinate eligibility questions, registration updates, conditional registration and provisional-ballot questions, protected-voter procedures, and election participation records with the responsible officials and providers.

Ballot and voter-information production

Coordinate delivery of official measure text, analyses, arguments, and other election content. Manage proofs, translations in all required languages, approval routing, and production schedules for ballots, the Voter Information Pamphlet, envelopes, instructions, and associated materials.

Preliminary vendor review may use authorized draft materials. Final production will use materials released for that purpose by the City Clerk or an expressly authorized designee, following any required legal review.

Coordinate Hart's ballot development, programming, final ballot images, print-ready files, and test materials with the printing and military/overseas providers. Stellara will review ballot proofs and approve their release to the extent expressly authorized by the City Clerk.

Coordinate the City's Business Reply Mail permit arrangements, ProVote's envelope ordering and development, and preparation of the Voter Information Pamphlet. The pamphlet will be inserted into the vote-by-mail packet.

Coordinate delivery of Hart-generated final ballot images and the GEM-produced voter mail file to ProVote. Confirm these assignments, specifications, and delivery obligations in the applicable provider arrangements.

Manage the combined ballot and pamphlet mailing, subsequent mailings, replacement ballots, and applicable accessible ballot-delivery arrangements. Maintain the production calendar and track required content approvals, file deliveries, print releases, postage payments, and mailing confirmation.

Voter information and assistance

Prepare and coordinate the separate informational direct mailer through an approved provider, together with public information content, election instructions, required notices, frequently asked questions, and voter-assistance procedures.

Provide outside personnel for telephone, electronic, and in-person assistance under the approved operating plan. Address language assistance, accessibility, replacement ballot requests, and conditional registration or provisional voting procedures applicable to the approved election model.

Coordinate publication and distribution through providers and City-controlled channels. Prepare instructions explaining the separate City election, the distinction between City and County election materials, and appropriate ballot-return methods.

City voter assistance will operate independently of any optional information-only presence at County Vote Centers. County locations will be described as authorized City assistance or return locations only to the extent supported by an approved arrangement.

Ballot receipt, security, and processing

Establish and supervise ballot receipt, logging, secure storage, access controls, chain of custody, transportation, ballot preparation, duplication, and reconciliation.

Develop written procedures addressing secure work areas, authorized access to ballots and voter information, confidentiality, credential controls, processing records, secure transfers, incident reporting, and records retention.

Establish these operations in time for the first returning ballots and maintain coverage through the applicable receipt, processing, and cure periods.

Coordinate retrieval and transfer of misdirected ballots, cure statements, ballot requests, and other election documents under approved City–County arrangements. Procedures will address preservation of envelopes, postmarks and receipt information, secure custody, authorized pickup or delivery, transfer logs, and time-sensitive escalation.

Maintain separate City issuance, replacement, superseded-ballot, return, and participation records, with controls preventing more than one City ballot from being counted for the same voter. Participation in the separate County-administered election will not be treated as participation in the City election.

Signature verification, additional review, and curing

Develop written signature-verification and cure procedures for City Clerk approval, with City Attorney review of legal questions. Train and supervise the authorized personnel assigned to those functions.

The procedures will apply Elections Code section 3019 and the applicable Secretary of State regulations, including the presumption favoring signature validity, the absence of an exact-match requirement, and the required comparison and review standards.

When section 3019 requires additional review before a signature may be rejected, the staffing plan will provide two additional authorized elections officials, each applying the statutory beyond-a-reasonable-doubt standard. The procedures will document reviewer assignments, determinations, and the required notice and cure steps before final rejection.

Prepare and administer required notices, supplemental contact attempts, postage-paid return materials, cure tracking, and timely review of returned cure statements. Coordinate the applicable notification, receipt, and certification dates with the City Clerk and City Attorney and incorporate them into the approved calendar.

The City will obtain legally permissible access sufficient to support the required comparisons, including relevant prior registration signatures, other qualifying signed election records, and necessary updates. Stellara will coordinate testing with the County and GEM to determine whether the approved access method supports initial review, additional review, and cure processing.

Access, viewing, copying, storage, and disclosure will comply with applicable law and the approved access arrangement, including the confidentiality protections in Elections Code section 2194.

County personnel will perform substantive signature review only if expressly included in a separately approved County arrangement. The operating plan otherwise provides for City-authorized reviewers supplied through the approved staffing arrangements.

If necessary records or access are unavailable, Stellara will preserve the affected envelope securely, document the unresolved issue, and promptly escalate it to the City Clerk and City Attorney. Escalation does not extend applicable voter-notification or cure deadlines.

Maintain required review and cure-status records and coordinate authorized disclosures through the City Clerk.

Equipment, testing, and tabulation

Arrange equipment delivery, inventory, secure setup, logic and accuracy testing, test materials, technical support, scanning, adjudication, and results reporting through the designated providers.

Confirm technical duties, equipment requirements, service days, and post-election support in the Election Provider agreements. Identify and obtain approval and funding for additional coverage before committing to services outside the approved scope or budget.

Prepare procedures for public observation of testing, processing, tabulation, and canvass activities consistent with applicable requirements.

Canvass and closeout

Manage remaining ballot receipt and processing, cure activities, eligibility exceptions, reconciliation, and required canvass verification or manual tally activities.

Coordinate final reports and preparation of the statement of results and other materials needed for official certification and Council action.

Complete expenditure reporting, arrange return of rented equipment, and transfer election records, purchased equipment, inventories, and custody documentation to the City. Coordinate the City's continuing custody and retention responsibilities.

3. ELECTION PROVIDER AGREEMENTS AND RESPONSIBILITIES

Stellara will enter into subcontracts with the Election Providers not contracting separately with the City, to carry out the Project. Notwithstanding the foregoing, it is anticipated that the City will enter into a separate agreement with ProVote and Hart.

For Election Providers designated to contract with Stellara but receive direct City payment for their services, Stellara will enter into a provider agreement and the City will pay the provider invoices directly, subject to the contracting and payment arrangements established in Exhibit B.

Stellara shall provide the City will the following information for all Election Providers:

- The provider's legal name, contracting party, and payment obligor.
- Scope, deliverables, price or approved allowance, and service dates.
- Deposits, invoice terms, approval responsibilities, payment deadlines, and any prepayment requirement.
- Cancellation provisions and the full amount of any noncancelable commitment.

- Performance, insurance, and applicable confidentiality requirements.
- Equipment ownership, software-license terms, rental periods, and return obligations.

Stellara may engage a listed provider when the scope, amount, and terms have been approved in writing by the City official holding the required authority and the applicable payment arrangements or advances required by Exhibit B are in place.

A planning allowance does not authorize a noncancelable obligation. Before execution or production release, Stellara will disclose the approved commitment's financial effect, including obligations exceeding an initial deposit. New providers, commitments beyond approved amounts, and materially different terms require written City approval.

Stellara will manage subcontractor performance and remain responsible to the City for its contracted services, including services performed through its subcontractors, subject to the expressly agreed standard-of-care, indemnity, defense, and liability provisions of this Professional Services Agreement between the City and Stellara("Agreement"). Election Provider agreements will establish the providers' corresponding performance and insurance obligations.

For City-held Election Provider agreements, Stellara will perform the coordination and management services assigned to it. The Election Provider's contractual obligations to the City will remain governed by that provider agreement.

Any Election Provider agreement already held by the City, or independently executed by the City for early mobilization, will remain City-held unless the City, Stellara, and provider expressly agree otherwise in writing. Execution of this Agreement will not automatically transfer those agreements to Stellara.

County records requests, governmental service requests, and agreements requiring the City to act in its governmental capacity will remain with the City, with Stellara providing operational coordination. A requested County service will be treated as available only when the applicable authorization, delivery arrangements, and implementation date have been confirmed.

Equipment purchased with City project funds will be designated for City ownership under the applicable purchase terms. Software licenses and rental rights will follow the provider's approved terms.

4. CITY AUTHORITY, ACCESS, AND RESOURCES

The City will provide the governmental decisions, authority, approvals, funding, and access necessary to perform the work, including:

- Adoption of election documents and approval of procedures and the calendar.
- Legal advice, legal determinations, court proceedings, and any necessary requests for judicial relief.
- Confirmation of procurement authority, available appropriations, required purchasing procedures, and authorized signatures for each City commitment.

- Execution of City agreements and timely payment of professional fees, designated provider invoices, and required operating advances.
- Timely delivery or approval of official ballot and voter-information content.
- Acquisition and maintenance of the required City Business Reply Mail permit and associated City-controlled mailing arrangements.
- Designation of authorized representatives, records users, and election reviewers, including any required appointments.
- Lawful access arrangements for voter records and signature comparisons, together with necessary County coordination.
- Access to agreed facilities, secure storage, incoming mail, keys or credentials, technology, and City communications channels.
- Official certifications, signatures, and actions reserved to City officials.

Stellara will coordinate these needs through the City Attorney or the City contact designated for the particular task. Limited City staff assistance will be incorporated when expressly agreed, while routine staffing remains part of the approved outside-personnel plan.

5. DEPENDENCIES AND CHANGES

Performance depends on timely authorization and funding, provider commitments, approved election materials, usable voter records and updates, a lawful and workable signature-verification arrangement, trained personnel, and required facilities and systems.

Stellara will promptly report unresolved dependencies that threaten the schedule, identify available operational alternatives, and advise the City Attorney when City direction is required.

Before the planned September 18, 2026, military/overseas issuance, Stellara will report production readiness and the status of signature access, reviewer staffing, early-return procedures, and other essential dependencies. If an essential dependency remains unresolved, Stellara will request written City direction through the City Attorney concerning issuance and any necessary judicial relief.

Confirmation of an access arrangement will be distinguished from completion of technical setup and operational readiness. Required functions must be available when needed to perform the applicable election work; neither the September 29, 2026 Orange County Board of Supervisors meeting nor the professional-fee phases independently authorizes postponing that work.

If County assistance is declined or delayed, Stellara will assess the particular function affected and whether a lawful, workable alternative is available. Continuation or cancellation will depend on the effect on necessary election functions, rather than approval of every requested County service.

Material changes to the approved election model, staffing requirements, provider scope, or operating assumptions will be addressed through written authorization identifying any effect on scope, schedule, and compensation. Routine implementation adjustments within the agreed services remain included.

Recounts, election contests, litigation support, and material work outside this Exhibit "A" require a separate written scope and compensation arrangement. Routine completion of the agreed canvass and records handoff is included.

EXHIBIT B

SCHEDULE OF BILLING RATES

EXHIBIT B

SCHEDULE OF BILLING RATES

COMPENSATION, FUNDING, AND PHASES

1. PROFESSIONAL FEE

Stellara and GEM's flat professional fee includes the principal's project travel and the administration, coordination, training, supervision, and provider management described in Exhibit A. This fee is subject to pro-rata reduction in the event of early cancellation or termination of the Agreement as to those Services that have not been performed and those costs or expenses that have not been incurred.

Any costs, charges, compensation, or expenses that are not expressly set forth in this Exhibit B shall require prior written approval of City.

The professional services provided herein requires professional liability and other insurance coverage set forth in Exhibit "C."

The total approved amount of this Agreement includes both Stellara's flat professional fee, and the amount allocated to providers retained by Stellara to carry out the Project. This amount is inclusive of Stellara and Provider's overhead, travel, milage, and other operating costs or expenses. Planning allowances are not fixed provider quotes. Contingency may be used only for approved project expenses and is not additional compensation to Stellara.

2. THIRD-PARTY FUNDING AND PAYMENTS

City-paid Election Provider agreements

For providers in contract with Stellara but paid directly by City, the City will pay approved deposits, invoices, and other contractual charges directly by the deadlines established in the approved Election Provider agreements provided they are in accordance with the provider quotes set forth herein.

Before Stellara executes an Election Provider agreement, the City, Stellara, and provider will document their respective contracting and payment responsibilities. Each Election Provider must acknowledge the direct-payment arrangement in writing.

If the Election Provider's terms leave Stellara liable for payment despite direct City payment, the parties will cooperate in good faith to resolve the difference. The City–Stellara agreement alone will not be relied upon to modify the provider's rights.

Invoice review and payment administration

Stellara will review provider invoices against the approved scope, pricing, commitments, and reported performance and promptly transmit its recommendation and any identified exceptions to the designated City approver.

The City will establish an approval and payment process that permits compliance with the provider's contractual deadlines. The provider schedule will identify the responsible City approver and required processing time. The City will provide payment confirmation for project accounting.

For ProVote, the approved arrangements will distinguish its 30-day invoice terms from its advance postage requirement and will identify the financial obligation created when materials are released to print. The exact postage-receipt deadline will be confirmed with ProVote, accounting for payment processing and nonbusiness days.

Disputed invoices

The party identifying an invoice dispute will promptly notify the other party and the provider, identifying the disputed amount and basis. Undisputed amounts will be processed by the applicable deadline.

The City and Stellara will coordinate resolution under the approved provider agreement and the PSA. Any withholding or deferral must be consistent with the provider's accepted terms. Where those terms require payment pending resolution, the City will arrange the required payment or obtain a provider-approved deferral.

An invoice dispute does not require Stellara to finance the provider obligation. Responsibility for costs attributable to a party's breach will be determined under the PSA's applicable liability and dispute provisions.

Personnel and expenses payable through Stellara

For approved additional personnel and operating expenses payable through Stellara, the City will advance the required funds before Stellara incurs the obligation.

Funding requests will identify the expense, authorized amount, payment deadline, and any noncancelable commitment. Where execution creates an approved obligation exceeding an initial deposit, the advance will cover that obligation unless Stellara expressly accepts another written funding arrangement.

Stellara is not required to finance provider expenses, payroll, or other City election costs.

Direct City payments and operating advances will not duplicate funding for the same obligation. Any change in payment method will be documented and reflected in project accounting.

Cost accounting

Third-party costs will be charged at actual cost without markup. For additional personnel, actual cost includes approved compensation and applicable employer taxes, insurance, and payroll or staffing charges identified in the staffing budget.

Stellara will maintain a project ledger distinguishing:

- Professional-fee payments.
- Operating advances received and disbursements made by Stellara.
- Provider payments made directly by the City.
- Outstanding approved commitments.
- Refunds, credits, and available operating balances.

Stellara will provide an accounting with additional operating-funding requests and at project closeout. The City will supply information necessary to reconcile its direct payments.

Refunds and credits will reduce the corresponding project expense. Unused operating advances will be returned after outstanding approved obligations are reconciled.

Funding does not authorize expenditures beyond the approved scope, budget, or provider terms.

3. PHASES

Phase I — Mobilization, UOCAVA Issuance, and Critical Procurement

Period: Authorization through September 22

Stellara Professional fee: \$45,000

Subconsultants Professional fee: \$29,000

Develop the implementation calendar, operating procedures, staffing plan, and provider schedule. Coordinate City and County requirements, voter-data delivery and validation, ballot development, proofs, and approvals.

Obtain and document the providers' final-content and release deadlines for the planned September 18 military/overseas issuance. Manage preparations and provider coordination, confirm completion, and address exceptions.

Establish the voter assistance, secure receipt, staffing, training, signature-review, and cure arrangements needed for early voters and returning ballots.

Coordinate early ProVote authorization, the City's Business Reply Mail permit arrangements, envelope ordering and development, and commencement of Voter Information Pamphlet preparation by September 15, 2026.

Identify unresolved dependencies and commitments required for subsequent production and processing.

The interim authorization will separately identify the provider commitments required during this period, including Hart, GEM and the military/overseas providers, and ProVote. Those amounts are additional to the \$45,000 professional fee and remain subject to confirmed scope, authorized procurement, approved provider terms, and the payment arrangements in this Exhibit.

Phase II — Production and Operational Readiness

Period: September 23 through October 18

Stellara Professional fee: \$65,000

Subconsultants Professional fee: \$40,000 - \$67,000

Complete coordination of the ballot and Voter Information Pamphlet package, separate informational mailer, translations, notices, and assistance materials.

Coordinate final approval and print readiness of the Voter Information Pamphlet by September 24 and delivery to ProVote of the final Hart-generated ballot images and GEM-produced voter mail file by September 28.

Complete and expand recruitment, training, facilities, records access, security, and processing workflows. Arrange equipment delivery, testing, and readiness for the planned October 19 general mailing.

Coordinate the City's payment of ProVote's postage deposit by the provider-confirmed deadline, allowing receipt two to three days before mailing as required by ProVote.

Continue military/overseas services, voter assistance, ballot receipt, signature review, and cure work required during this period.

Phase III — Voting Period and Election Day

Period: October 19 through November 3

Stellara Professional fee: \$75,000

Manage the general mailing and subsequent ballot issuance, voter assistance, ballot receipt and custody, signature verification and additional review, cure activities, ballot preparation, reconciliation, personnel, and provider support.

Manage Election Day and election-night operations, including tabulation coordination and results reporting.

Phase IV — Canvass and Closeout

Period: November 4 through completion of the agreed canvass and records handoff

Stellara Professional fee: \$40,000

Complete remaining receipt, processing, signature review, cure, eligibility, reconciliation, and canvass activities.

Coordinate final results, required verification work, reporting, records handoff, equipment return, and expenditure reconciliation.

The phases organize compensation and principal activities. They do not postpone tasks that must begin earlier to meet the election schedule. Activities may overlap without changing the total professional fee for the agreed scope.

Additional Personnel Allowance from Phases I-IV: \$150,000. The allowance covers the actual, City-approved cost of personnel contracted by Stellara through subcontractors, staffing agencies, or other approved providers to ensure completion of the Project.

4. PROFESSIONAL-FEE PAYMENT SCHEDULE

Stellara's professional fee is payable in advance as follows:

Phase I — \$45,000: Upon execution of the applicable authorization and before commencement of the authorized phase, with credit for amounts already paid toward that phase.

Phase II — \$65,000: On or before September 22, before the September 23 phase begins.

Phase III — \$75,000: On or before October 18, before the October 19 phase begins.

Phase IV — \$40,000: On or before November 3, before the November 4 phase begins.

Stellara will submit invoices in advance of the payment dates. The City will arrange processing, including any earlier processing required by weekends or holidays, so funds are received by the stated deadline.

Stellara is not required to commence a subsequent phase before receipt of its scheduled professional-fee payment. Stellara will promptly notify the City Clerk of any payment delay affecting performance so the City can address operational continuity and applicable deadlines.

Stellara's total professional fee includes the \$45,000 allocated to Phase I. Amounts paid for Phase I under the interim purchase order or agreement will be credited against that amount and will not be charged again.

Provider payments and operating advances are separate from these professional-fee payments and are due according to the approved commitment and payment schedule.

5. AUTHORIZATION AND EARLY MOBILIZATION

The interim purchase order, agreement, or amendment will define the work and commitments authorized through September 22. This Exhibit does not independently expand an existing purchase order's scope or spending authority.

Once the full PSA is approved and executed, the remaining phases will proceed on the agreed schedule without separate phase approvals, subject to timely payment, required operating funding, and the PSA's termination provisions.

Critical provider procurement and mobilization may proceed before September 22 under separately valid City authorizations. The City will confirm the applicable authority, appropriations, procurement procedures, and execution requirements for each commitment.

Separate procurements must be independently supportable. Where provider obligations are included in Stellara's City agreement or an amendment, the City will evaluate the full authorized commitment when determining the required approval.

Early procurement and preparation do not themselves authorize release of final ballot content or commencement of services beyond the applicable written authorization.

Provider reservations, deposits, and other commitments may be necessary before the phase in which services will be used. Stellara may make those commitments when they are covered by approved authority and the required payment arrangements or advances are in place.

Work or expenditures outside the approved scope, budget, or provider terms require separate written City authorization and any necessary funding.

6. TERMINATION, CANCELLATION, AND FINAL ACCOUNTING

The City may terminate Stellara's agreement by written notice under the PSA's termination provisions, including if necessary County assistance is unavailable and the City determines that the election cannot proceed.

Upon termination, Stellara will stop avoidable work, notify its providers, seek available cancellations and refunds, identify surviving commitments, and secure and transfer election materials.

The final accounting will distinguish compensation for Stellara's services from approved provider and operating obligations.

Completed phases

The stated professional fee for each completed phase will be included in the final amount due.

Partially completed phases

For a partially completed phase, Stellara will be compensated for the portion reasonably attributable to services actually performed, based on documented progress against the phase's activities. The amount will not be determined solely by elapsed days or receipt of an advance.

Payment in advance does not, by itself, establish that the entire phase fee has been earned.

Approved provider and operating obligations

The City will remain responsible for actual approved costs incurred and approved noncancelable provider or personnel commitments, including applicable cancellation charges, less available refunds and credits.

These obligations include approved production commitments that become payable upon release to print and other approved obligations that survive termination under the applicable provider agreement.

A general PSA provision limiting payment to services performed through termination will apply to compensation for Stellara's services and will not exclude the approved provider and operating obligations expressly addressed in this section.

This allocation also applies to approved interim commitments if the full election-administration PSA is not executed.

Necessary closeout

The final accounting may include reasonable, documented work necessary to secure and transfer election materials and reconcile the project, to the extent not already compensated and authorized under the PSA or the City's written termination direction.

Election Provider agreements and direct payments

Termination of the City–Stellara agreement does not itself terminate a provider agreement or eliminate an approved surviving obligation.

Stellara will take reasonable steps to avoid or reduce continuing costs. Obligations that can reasonably be canceled, reduced, refunded, or credited will be adjusted accordingly.

The City will pay designated direct-payment providers under their approved payment arrangements. Those payments will be reflected in project accounting and will not also be billed as amounts payable to Stellara.

Where an approved provider obligation remains payable through Stellara, the City will provide funding under the applicable written arrangement.

Unauthorized commitments and disputed responsibility

The City will not be responsible for unauthorized commitments or costs attributable to Stellara's breach to the extent established under the PSA's applicable standard-of-care, liability, and dispute provisions.

Disputes concerning that allocation will be addressed through the PSA's procedures and coordinated with the separate payment obligations in the affected provider agreement.

Final reconciliation

Stellara will provide a final invoice and accounting identifying earned professional fees, approved operating obligations, City direct payments, operating advances, refunds, credits, and amounts previously paid.

The City will pay any remaining amount due to Stellara, and Stellara will refund any overpayment or unused operating advance after reconciliation.

Any operating funds retained for unresolved approved obligations will be separately identified and reconciled when those obligations are resolved.

The specific professional-fee, provider-payment, approved-commitment, and termination-accounting provisions of this Exhibit will govern over inconsistent general PSA payment or termination language, unless the parties expressly modify the identified provision in a signed writing.

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented

vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

- D. Professional (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount not less than two million dollars (\$2,000,000). Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
 - E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees, or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as additional insureds under such policies.
 - C. Primary and Non-Contributory. Consultant’s insurance coverage shall be primary insurance and/or the primary source of recovery with respect to the City, its City Council, boards and commissions, officers, agents, volunteers and employees. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-

insurance maintained by City.

- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. City's Right to Revise Requirements. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Consultant ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.
- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

EXHIBIT 4

Urgent OCROV Coordination – Newport Beach November 3 Election

From Jessica Blair <jessica@thestellaragroup.com>

Date Fri 9/4/2026 2:08 PM

To Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; tiffany.nevarez@ocgvote.gov
<tiffany.nevarez@ocgvote.gov>; Page, Bob <bob.page@ocvote.gov>

Cc Shumway, Lena <lshumway@newportbeachca.gov>

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Hi -

I am assisting the City of Newport Beach with the implementation planning for the court-ordered November 3 election involving three City measures. The current model assumes a City-administered, all-mail-ballot election for approximately 60,000 registered voters, using ProVote for ballot production and mailing, GEM for voter and ballot management, leased Hart equipment, and an experienced municipal election team for ballot processing and tabulation.

We understand that the OCROV cannot conduct or tabulate the City election. However, several areas will require immediate data sharing and operational coordination with the County. Could you please help connect us with the appropriate OCROV representatives to address the following?

1. Immediate delivery of the complete active Newport Beach voter file in a format compatible with GEM, followed by regular updates through Election Day for registrations, address changes, cancellations and conditional registrations.
2. Immediate delivery of the Newport Beach military and overseas voter records, including delivery preferences, email and mailing information, so the City can transmit those ballots. We would also need to know whether OCROV has already transmitted any election materials to these voters that must be coordinated with the City.
3. Access to the signature images or other signature data required for the City's ballot-signature verification process, including any necessary agreements, security requirements, costs and technical transfer specifications.
4. Precinct, GIS and language-access data, including applicable federal and state language requirements, voter-language preferences and accessible-format indicators.
5. Coordination of voter and ballot-history information so that participation in the separate City election is tracked independently from participation in the County-administered consolidated election.
6. A written chain-of-custody process for City ballots inadvertently returned to County Vote Centers or drop boxes, as well as County ballots mistakenly delivered to City locations. The City would not

promote County drop boxes as authorized return locations for its ballot, but we recognize that some cross-delivery is inevitable.

7. The possibility of allowing clearly identified Newport Beach election staff to operate information-only assistance tables at Newport Beach Vote Centers during the final four days of voting. City staff would answer questions concerning the separate City ballot and assist with replacement-ballot requests without interfering with County operations or accepting ballots unless an approved custody process is established.

Timing is extremely compressed, particularly for the voter file and military/overseas voter records. If possible, I would appreciate an introduction to the appropriate staff as soon as possible so we can confirm availability, technical requirements, costs and delivery schedules.

Thank you very much for your assistance.

Jessica Blair
Stellara Group LLC
(818) 903-0627

EXHIBIT 5



REGISTRAR OF VOTERS
1300 South Grand Avenue, Bldg. C
Santa Ana, California 92705
(714) 567-7600
FAX (714) 567-7556
ocvote.gov

BOB PAGE
Registrar of Voters

Mailing Address:
P.O. Box 11298
Santa Ana, California 92711

September 8, 2026

Lena Shumway
City Clerk
City of Newport Beach
100 Civic Center Drive
Newport Beach, California 92660
Email: LShumway@newportbeachca.gov

Re: City of Newport Beach Request for Election Services

Dear Ms. Shumway:

I am writing to acknowledge receipt of the email transmitted on Friday afternoon, September 4, 2026, from Jessica Blair of the Stellara Group. Ms. Blair indicated that she is assisting the City of Newport Beach (City) with the administration of the court-ordered November 3, 2026, election for the following City initiatives: Newport Beach District-Based Elections, Newport Beach City Council Term Limits, and Newport Beach Government Transparency. Ms. Blair's email requests that the Orange County Registrar of Voters (Registrar) provide a range of election-related services to the City, including the provision of confidential voter files, voter signature images, voter language preferences, military and overseas voter records, operational coordination, and the ability for City staff to operate information-only assistance tables at County-run Vote Centers in the City.

As a threshold matter, I must reiterate the requirements imposed by Section 10002 of the California Elections Code. Under that statute, the County elections official may not provide election services to a city unless the City Council adopts a resolution specifying the requested services and submits it to the Board of Supervisors for approval. Only after Board approval can my office provide the requested services, particularly where a request would significantly impact County election operations. As of today, the County has not received such a resolution from the City of Newport Beach.

Additionally, I would not be able to recommend Board approval of the services outlined in Ms. Blair's email. Some of the requested activities would interfere with the County's administration of the statewide November 3, 2026 General Election. The administration of two elections for Newport Beach voters risks creating significant voter confusion where voters may be unsure whether they are participating in the statewide election, the City's separate all-mail-ballot election, or both. As part of the statewide election, the County is at the request of the City Council conducting several consolidated elections for the City, including four City Council races and Measure H, the "Responsible Housing Initiative," on November 3, 2026. Ms. Blair's email confirms that the City anticipates operating an independent election, using different systems for ballot production, mailing, tabulation, and equipment. Such simultaneous and overlapping processes would jeopardize the

integrity and clarity of both elections, which is inconsistent with the policy promoting timely consolidation of city elections with statewide elections that underlies sections 10402.5 and 10403 of the Elections Code.

Ms. Blair's email requests access to voter information that must always remain confidential—voter signatures and voter language preferences—as well as access to contact information for confidential voters. If the Board of Supervisors were to approve my office providing the election services requested by the City, a confidential data use agreement between the City and the Registrar would be required.

The email also requests the establishment of a chain-of-custody process for City ballots inadvertently returned to County Vote Centers or ballot drop boxes and for County ballots that may be mistakenly delivered to City locations. The Registrar shares the City's concern that cross-delivery is possible, and this risk underscores the operational challenges and confusion that would result from overlapping election activities.

It is also important to note—consistent with prior guidance the County provided to the City—that the City is not requesting consolidation of its municipal election with the statewide general election. The deadline to request consolidation under Section 10403 of the Elections Code expired on August 7, 2026. However, even though the City is not requesting consolidation, it is still requesting substantial support from the Registrar on an extremely compressed timeframe while the Registrar is simultaneously conducting the November 3, 2026, statewide election. Accommodating the City's request for services from the Registrar as described in the email would materially interfere with County operations, and the Registrar cannot take on responsibilities that impede its ability to conduct the statewide election.

In addition, I am sure you are aware of the deadlines associated with the City's election, including the mailing of ballots to military and overseas voters, which are outlined in the attached calendar, and the need to translate election materials to comply with the federal Voting Rights Act and similar State requirements. Under Elections Code section 3105, ballots for these voters must be issued no later than 45 days prior to the election—September 19, 2026, for the November 3 general election. The County has already begun printing ballots for the statewide election to comply with this statutory requirement. Any request by the City for County assistance must therefore account for the fact that Registrar personnel are currently focused on ballot production and voter-file preparations for the November 3, 2026 election. I cannot recommend the approval of the City's eleventh-hour request for election services if it risks compliance with federal and State election requirements, timely delivery of ballots, and my office's administration of the statewide election.

For these reasons and based on the scope of services outlined in Ms. Blair's communication, the City would need to provide assurance as part of the submittal of a resolution under Section 10002—that the requested services will not interfere with the Registrar's administration of the statewide November 3, 2026, general election, nor create confusion among Newport Beach voters. Without such assurances and given the

Re: City of Newport Beach Request for Election Services

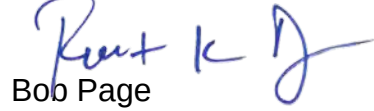
September 8, 2026

Page 3

operational concerns described above and in Ms. Blair's email, the Registrar would not recommend approval of the City's request.

Please let me know if the City wishes to discuss any of these issues further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bob Page", with a stylized flourish at the end.

Bob Page
Registrar of Voters

Cc: Jessica Blair

EXHIBIT 6

Re: City of Newport Beach request for election services

From Page, Bob <bob.page@ocvote.gov>

Date Tue 9/8/2026 1:45 PM

To Shumway, Lena <LShumway@newportbeachca.gov>

Cc jessica@thestellaragroup.com <jessica@thestellaragroup.com>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>

 1 attachment (282 KB)

Data Order Application 2025-10-16.pdf;

Lena:

Both the Friday email from Ms. Blair and an email this morning from the City Attorney to County Counsel requested immediate access to a report of the registered voters in Newport Beach, including which voters have signed up for the UOCAVA program for military and overseas voters.

We can provide a copy of the voter file pursuant to an allowable governmental use under Elections Code section 2194(a)(3).

This file of voters in Newport Beach would identify the voters signed up in the UOCAVA program and their preferred method of receiving their ballot. The special request voter file can be provided as a tab-delimited text document to allow the City to convert it into whatever format it needs. This file would not include the voters' driver's license numbers, social security numbers, signatures, or language preference.

There are two ways for the City to request this voter information from OCROV today:

1. If Ms. Blair requests the voter file, she must complete the attached Application for Voter Registration Information and submit it with a wet signature.
2. The City can request the voter file directly without an Application, pursuant to Elections Code section 2188(g)

The cost of a standard voter file is \$80.

Thank you.

Bob Page | Registrar of Voters | Orange County Registrar of Voters
1300 S. Grand Avenue, Bldg. C | Santa Ana, California 92705 | 714.567.7620
bob.page@ocvote.gov



ORANGE COUNTY
REGISTRAR OF VOTERS

 **PRINTING & GRAPHICS**



From: Shumway, Lena <LShumway@newportbeachca.gov>

Sent: Tuesday, September 8, 2026 11:38 AM

To: Page, Bob <bob.page@ocvote.gov>

Cc: jessica@thestellaragroup.com <jessica@thestellaragroup.com>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>

Subject: RE: City of Newport Beach request for election services

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Bob,

Thank you for your detailed response and for taking the time to thoroughly explain the Registrar's concerns and the operational and statutory considerations associated with the City's request. We greatly appreciate the clarity you provided regarding the challenges facing the County during this very compressed election timeframe.

Thank you again for your time, and consideration.

Best regards,



Lena Shumway
City Clerk
City Clerk's Office
Office: 949-644-3007

100 Civic Center Dr
Newport Beach, CA 92660



From: Page, Bob <bob.page@ocvote.gov>

Sent: September 08, 2026 11:14 AM

To: Shumway, Lena <LShumway@newportbeachca.gov>

Cc: jessica@thestellaragroup.com; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>

Subject: City of Newport Beach request for election services

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. Report phish using the Phish Alert Button above.

Lena:

Attached is a letter responding to the email sent Friday afternoon to OCROV by Jessica Blair of the Stellara Group, in which she requested election services from the Orange County Registrar of Voters.

Thank you.

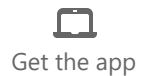
Bob Page | Registrar of Voters | Orange County Registrar of Voters
1300 S. Grand Avenue, Bldg. C | Santa Ana, California 92705 | 714.567.7620
bob.page@ocvote.gov



**ORANGE COUNTY
REGISTRAR OF VOTERS**

CC PRINTING & GRAPHICS

EXHIBIT 7



Bob Page's Post



Bob Page

1d



On Saturday (Sept. 19, 2026), the City of Newport Beach issued ballots to military and overseas voters for its special, stand-alone November 3 municipal election.

The ballots didn't include the legally mandated tint and watermark, because the Secretary of State didn't issue them to the City. The City also didn't include information about the three Charter Amendment measures (no ordinance text, impartial analysis, and arguments supporting and opposing each of the measures).

I have continued to communicate to the City including today (Sept. 22) that I do not support having the [County of Orange](#) Registrar of Voters provide a range of election services for its municipal election, because I believe doing so would interfere with the administration of the regular statewide 2026 General Election and confuse Newport Beach voters.

The Registrar of Voters has posted all of our correspondence with the City about its elections on our website. I will provide a link in a comment below. I have also attached photos of today's emails to this post.

[#OCVote](#) [#VoteEasyVoteSecure](#) [#YourVoteCounted1st](#)



10 · 6 Comments

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Bob Page

1d

Link to webpage containing timeline of correspondence between Newport Beach and Registrar of Voters with links to the documents:

<https://ocvote.gov/2026-newport-beach-special-election-timeline>

Like · Reply

Bob Page

1d

Links to latest newspaper articles:

Voice of OC on Sept. 18

<https://voiceofoc.org/2026/09/newport-beach-ballots-shipped-overseas-despite-questions-on-the-elections-legality/>

Daily Pilot on Sept. 19

<https://www.latimes.com/socal/daily-pilot/news/story/2026-09-19/newport-beach-scrambles-for-nov-3-special-mail-in-election-amid-transparency-concerns>

The Orange County Register on Sept. 21

<https://www.ocregister.com/2026/09/21/newport-beach-mails-out-400-overseas-ballots-to-start-special-election/>

Like · Reply

Lance M. Larson

1d

Thanks Bob, for being so transparent with this issue - it's a tough decision, but unfortunately you didn't have much to go on in a timely manner...

Like · Reply | 1 Reaction

Kathe Morgan

1d

Sincere thanks from a Newport Beach resident whose signature was on these petitions!

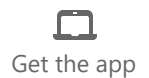
Like · Reply

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Connect

3/3



Bob Page's Post

**Bob Page**

1w



Today (September 11, 2026), I had to tell a City Clerk the last thing I would ever want to say in response to a request for help -- "No."

My letter to the City of Newport Beach City Clerk explaining why I do not support helping the City is attached.

At a special meeting of the Newport Beach City Council today, the Council adopted Resolution No. 2026-83, requesting the [County of Orange](#) Registrar of Voters provide services needed for the City Clerk to conduct a special municipal election on Tuesday, November 3, 2026 for three City Charter amendment measures that resulted from initiative petitions. The Resolution is also attached.

Today was 53 days before November 3 as well as only one week before federal and state law requires ballots to be issued to military and overseas voters and three weeks before California law requires ballots to be mailed to all active Newport Beach voters. And November 3 is the same day as the consolidated statewide 2026 General Election.

The Registrar of Voters today mailed 2026 General Election ballots to military and overseas voters who prefer to receive their ballots by mail. On Tuesday, September 15, we will issue ballots to military and overseas voters who prefer to receive their ballots by email or fax. Earlier this week, we started to print and insert the ballots we must mail to 1.9 million active registered Orange County voters starting no later than Monday, October 5.

These 2026 General Election ballots issued to Newport Beach voters include four City Council office contests and a measure that proposes to amend the City's housing element in its General Plan that was circulated in 2025 by the same community group.

Newport Beach's Resolution No. 2026-83 marks the first time a city or district has requested separate election services from the Registrar of Voters at the same time we are administering a regular statewide election.

I cannot support providing the services requested by the City because doing so would disrupt our administration of the statewide 2026 General Election and likely confuse Newport Beach voters, potentially disenfranchising some if they cast a ballot in the wrong return envelope.

As I sent the attached letter to the City Clerk at 4:25 p.m. (just less than three hours after the City Clerk sent me Resolution No. 2026-83), the two local newspaper reporters who published articles about today's special City Council meeting were only able to add a sentence about my letter to their articles. I will provide links to their article in a comment below.

A third local reporter covering this court-ordered special stand-alone city election for the three Charter amendment measures had not published his article by 10 p.m. When he does, I will add a link to it in another comment.

#OCVote #VoteEasyVoteSecure #YourVoteCounted1st

+15

12 · 20 Comments

Like	Comment	Share
Bob Page 1w Links to newspaper articles: The Orange County Register - https://www.ocregister.com/2026/09/11/newport-beach-prepares-to-conduct-special-election-on-its-own/# Daily Pilot - https://www.latimes.com/socal/daily-pilot/news/story/2026-09-11/newport-beach-ballot-measures Like · Reply		
Bob Page 1w A law firm representing a Newport Beach voter submitted a demand letter to the City, threatening to sue the City if it proceeded with its plan to conduct a separate municipal election		

on the same day as the regular statewide November 3, 2026 General Election.

Page 1

Like · Reply

Bob Page

1w

Judge Bancroft on Sept. 14 denied the City's Ex Parte Application for relief from her prior order that the City conduct a separate municipal election on the same day as the regular statewide 2026 General Election.

Link to article in The Orange County Register:

<https://www.ocregister.com/2026/09/15/answer-last-city-appeal-judge-says-newport-beach-must-move-forward-with-initiatives-election/?clearUserState=true>

Like · Reply

Bob Page

1w

My statements in this post have been summarized in a staff report for special City Council meeting being held tonight (Sept. 17, 2026).

<https://newportbeach.legistar.com/LegislationDetail.aspx?ID=8215477&GUID=0DB12D60-9D7C-4FAF-86ED-BB3CC26E15CC&Options=&Search=#docaccess-bf5343cde9f341d84b9abcf8891caa81>

Like · Reply

Ryan Germany

1w

I feel for the city too, but you are right to say no to a request that could potentially interfere with executing the midterm. I have seen counties try to be accommodating to requests for late changes, and they almost always lead to more difficulty than anticipated.

Like · Reply | 3 Reactions

Lance M. Larson

1w

Way to dump their problem in your lap and make it your fault....

Like · Reply | 2 Reactions

Lisa Berglund, MPA,CMC,NP

1w

Bob, you are always taking time to teach us. ✨👉

Like · Reply | 2 Reactions

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