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14 and Real Parties in Interest
15 CITY OF NEWPORT BEACH,
16 NEWPORT BEACH CITY COUNCIL,
17 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
22 ASSOCIATION, et al.,

23 Defendants.

24 NEWPORT BEACH STEWARDSHIP
25 ASSOCIATION, et al.,

26 Cross-Petitioners,

27 vs.

28 LENA SHUMWAY, et al.,

Cross-Respondents,

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 LENA SHUMWAY
IN SUPPORT OF INITIAL RETURN TO
WRIT OF MANDATE**

**No Fee:
Cal. Gov't Code § 6103**

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1. I am the appointed City Clerk for the City of Newport Beach (“City”) and a party in the above-entitled action. I was appointed to my position on October 20, 2025. I have personal knowledge of the facts set forth herein. If called as a witness, I could and would competently testify to the matters stated herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true.

3. Following the Court's issuance of its August 27, 2026 Minute Order directing the City to immediately take the steps necessary to place the three initiatives on the November 3, 2026 ballot, counsel for the City that same day transmitted a packet of materials to the County Registrar, County Counsel, and the Clerk of the Board of Supervisors, including the text of the initiatives, ballot questions, and the arguments for and against each of them. On August 28, 2026, County Counsel responded by letter, informing the City that the Registrar of Voters would not consolidate the City's election with the November 3, 2026 statewide general election due to the highly compressed timeline and the expiration of the statutory consolidation deadline. The County further advised that the Registrar could not provide the requested election services because doing so at that late stage could interfere with the administration and integrity of the statewide general election process. A true and correct copy of County Counsel's August 28 letter is attached hereto as **Exhibit 1**.

4. I reviewed the County's August 28, 2026 letter and promptly conducted an additional investigation into what would be required for Newport Beach to administer the November 3, 2026 election independently. Specifically, I undertook to quickly determine which election functions are ordinarily performed for the City by the County, and of those, which functions potentially could be

1 performed through the City's outside election professionals and vendors, and which information,
2 records, equipment, services, and coordination would still require County resources and support.

3 5. Newport Beach has not independently administered a standalone municipal
4 election in approximately 44 years. The City does not maintain its own election-management system,
5 voting equipment, trained election workforce, polling-place network, or ballot-processing operation.
6 As the City Clerk, I needed to determine on an expedited basis how all of those functions could be
7 assembled in time to conduct a November 3, 2026 election.

8 6. After receiving the County's response, I immediately began researching
9 standalone election administration and the differences between a County-consolidated election and an
10 independently administered municipal election. I also identified the operational functions, outside
11 expertise, vendors, data, equipment, staffing, and County assistance that would be necessary for the
12 City to conduct the election itself while still working with the County on the General Municipal
13 Election for candidates and one ballot measure, Measure H, already on the ballot. I have extensive
14 experience in conducting standalone elections, recall elections, and initiative elections. I identified
15 necessary and possible staffing, operational needs, and the various challenges that would need to be
16 addressed in conducting an election in such a compressed timeframe.

17 7. On September 1, I submitted a declaration to the Court addressing the practical
18 requirements and then-existing limitations associated with the City independently administering the
19 election. My declaration reflected the investigation I had been conducting following the County's
20 August 28 response. A true and correct copy of the declaration is attached hereto as **Exhibit 2**.

21 8. When the Court issued the September 2 Writ directing that the election proceed
22 either through consolidation or direct City administration, I had already been investigating the
23 requirements and limitations of standalone election administration. Upon receipt of the Writ, I
24 immediately proceeded to identify external election professionals capable of assisting the City with
25 implementation for the November 3, 2026 election on the compressed schedule.

26 9. On September 2 and 3, I contacted multiple election professionals and potential
27 providers regarding the November 3 election. I was specifically seeking professionals who could
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1 immediately assess feasibility, identify critical deadlines, assemble specialized vendors and determine
2 what County-controlled information or services would be required. Accordingly, all of my outreach
3 was directed toward determining immediately whether experienced personnel and vendors could
4 assemble the functions required for a standalone municipal election and set in place a plan and
5 schedule to identify what had to occur first.

6 10. On September 3, the City issued a purchase order to engage the Stellara Group
7 (“Stellara”) for an immediate mobilization and feasibility assessment for a standalone November 3,
8 2026 election. A true and correct copy of Stellara’s September 3 invoice is attached hereto as
9 **Exhibit 3**, and the City’s September 4 Purchase Order No. 22700530 is attached as **Exhibit 4**.¹

10 11. After Stellara was engaged, my office worked with Stellara Principal Jessica
11 Blair to obtain the voter roll information and operational coordination from the County of Orange
12 needed for a City-administered election. This included asking the County Registrar for resources
13 under its possession and control: up-to-date voter-registration information, Uniformed and Overseas
14 Citizens Absentee Voting Act (“UOCAVA”) voter information, voter signature images for purposes of
15 mail-in ballot signature verification and processing, voter language preferences, precinct-level data,
16 Geographic Information System (“GIS”) files, and procedures for misdirected ballots since there
17 would be two simultaneous elections in the City of Newport Beach.

18 12. At the same time, my office worked with Stellara to develop an independent
19 election structure and execute City-controlled election functions that did not require the County’s
20 support. On September 4, Ms. Blair emailed the County Registrar to request specific resources and
21 information from the Registrar’s office so that the City can conduct its standalone election. A true and
22 correct copy of that email, on which I was copied, is attached as **Exhibit 5**.

23 13. On September 8, I received a letter from County Registrar Bob Page in response
24 to the September 4 correspondence from Ms. Blair, in which he advised me that both Ms. Blair and the
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26 ¹ The invoice attached as Exhibit 3 and purchase order attached as Exhibit 4, as well as the
27 professional services agreement attached as Exhibit 15, contain Ms. Blair’s personal home address
28 from which she conducts her business. This information is not relevant to the City’s compliance with
the Court’s order and so is redacted.

1 City had requested “substantial support” from the County, including “a range of election-related
2 services to the City, including the provision of confidential voter files, voter signature images, voter
3 language preferences, military and overseas voter records, operational coordination, and the ability for
4 City staff to operate information-only assistance tables at County-run Vote Centers in the City.”
5 Mr. Page reiterated that he was unable to provide those resources to the City, citing the Elections Code
6 and the lack of an Elections Code Section 10002 Resolution approved by the Board of Supervisors, as
7 well as practical concerns about voter confusion and risks to his ability to orderly conduct the
8 statewide general election. Accordingly, he also reiterated that he would not be able to recommend to
9 the Board of Supervisors approval of the services requested by the City’s election consultant. A true
10 and correct copy of Mr. Page’s letter is attached as **Exhibit 6**.

11 14. Because the UOCAVA deadline for mailing overseas ballots was set to expire
12 on September 19, my office and Stellara turned our attention to immediately requesting the voter file
13 information required to mail out those specific ballots. On September 17, we found out that ProVote
14 was withdrawing its services for ballot production, and one of the reasons for their withdrawal was that
15 the City had not secured a Secretary of State watermark for the ballots and release of ballots, both of
16 which were necessary for the printing of paper ballots.

17 15. On September 9, I advised County staff that the City wished to proceed with the
18 voter-file request and asked how to pay and the estimated delivery timeline. A true and correct copy of
19 this emailed request is attached as **Exhibit 7**.

20 16. County staff then confirmed that the request had been sent to Voter Data
21 Services and that payment had been received. A true and correct copy of this emailed confirmation is
22 attached as **Exhibit 8**.

23 17. County staff also provided instructions for identifying UOCAVA voters and
24 their preferred method of receiving ballots in the voter file. A true and correct copy is attached as
25 **Exhibit 9**.

26 18. The UOCAVA information was time-sensitive because the federal and state
27 deadlines for transmitting ballots to military and overseas voters were fast-approaching. My office
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1 treated acquisition and use of that information as a critical-path election task and worked with
2 Ms. Blair and the election vendors toward the September 19 transmission deadline.

3 19. On September 10, County staff provided additional information concerning
4 downloadable precinct maps and GIS data for Newport Beach. A true and correct copy is attached as
5 **Exhibit 10.**

6 20. Thus, between September 8 and September 10, the City's request for County-
7 controlled election data progressed from an immediate request for County instructions, to the City's
8 order and payment, to County processing and provision of UOCAVA and GIS information. To comply
9 with the Court's writ, the City did not wait for the September 11 City Council meeting before pursuing
10 information the County advised could be provided without an Elections Code Section 10002 resolution.

11 21. In preparation for the City Council's September 11 meeting, I worked with City
12 staff and the election consultant to prepare the election matters requiring City Council action. On
13 September 11, the City Council adopted resolutions calling the November 3, 2026 election for the
14 three measures and requesting specified County assistance. True and correct copies of Resolutions
15 2026-77, 2026-79, 2026-81, and 2026-83 are attached collectively as **Exhibit 11.**

16 22. Those Council actions formally called the stand-alone November 3, 2026
17 Special Municipal Election, established the measures for submission to the voters, authorized the City
18 to administer the election, and requested specified County records, information, services, access, and
19 coordination needed for the standalone election.

20 23. As set forth in Exhibit A to Resolution 2026-83, in order to conduct the
21 standalone election, the City requires a range of County information and coordination from the County
22 Registrar of Voters. As summarized in my Staff Report for the City Council's September 11, 2026
23 meeting, a true and correct copy of which is attached hereto as **Exhibit 12**, the City requires the
24 following information from the County Registrar of Voters in order to administer the November 3,
25 2026 standalone election:

1 **a. Updated Voter Registration Files:**

- 2 i. The City needs the County ROV to provide a current Newport Beach voter-
- 3 registration file and continuing updates to identify all eligible voters,
- 4 including confidential voters, determine registration status, issue ballots,
- 5 contact voters, and reconcile election records. This includes available
- 6 residence and mailing addresses, precinct identifiers, registration and address
- 7 changes, cancellations, and other relevant voter-status changes.
- 8 ii. To administer the election such that each eligible voter may participate, the
- 9 requested update process must extend beyond the initial voter file and
- 10 general mailing file. This is necessary so that voters who subsequently
- 11 become eligible to participate in the City election can be identified and
- 12 provided an opportunity to vote.
- 13 iii. The City also requested the County provide procedures for resolving
- 14 registration corrections, address changes, conditional registration, provisional
- 15 voting, duplicate-registration issues, and other eligibility questions.

16 **b. Signature Record Access:**

- 17 i. To conduct the all-mail election, the City must perform signature
- 18 verification and cure review for returned City mail-in ballots.
- 19 ii. To do so, the County must provide a legally permissible and secure means for
- 20 City-authorized election personnel to access County voter signature data (e.g.,
- 21 qualifying signatures) within voter-registration records, including relevant
- 22 prior registration records and other qualifying signed election forms, together
- 23 with subsequent updates necessary during ballot processing and canvass.
- 24 iii. The City requested access to that information so that City-authorized
- 25 reviewers can perform signature verification for each ballot received; it is
- 26 not requesting that County personnel perform the City's signature-
- 27 verification operation.
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1 registration updates. I explained that the County's assistance is critical because the County maintains
2 voter registration records, signature records, and other information necessary for the City to conduct
3 the election. A true and correct copy of my transmittal email to the Registrar is attached as **Exhibit 13**.

4 25. I also asked the Registrar to identify immediately any forms, agreements, security
5 requirements, fees, or other steps the City needed to complete to obtain the requested signature data.
6 This was intended to keep implementation moving forward notwithstanding the compressed schedule.

7 26. At 4:26 p.m. that day, the Registrar acknowledged the Council's action and
8 transmitted his written response to Resolution No. 2026-83. The Registrar also stated that the Board of
9 Supervisors would be required to approve the City's request for services and coordination under
10 Elections Code Section 10002, and that the earliest date the Board could do so would be September 29,
11 2026 "a mere 35 days prior to the election." The Registrar provided further explanations of the
12 logistical problems and practical constraints on his office that prevented him from recommending that
13 the County Board approve the City's request for election services. A true and correct copy of the
14 Registrar's letter addressed to me is attached as **Exhibit 14**.

15 27. Though Stellara had already been providing election consulting services since
16 September 3, the City formally entered into a Professional Services Agreement with Stellara, effective
17 September 11, 2026, which designated me as the City's Project Administrator in my capacity as the
18 City's elections official and authorized a detailed scope addressing election providers, voter records,
19 military and overseas voters, ballot production, voter assistance, ballot processing and security,
20 signature verification and curing, equipment, tabulation and canvass. The Agreement authorized total
21 compensation not to exceed \$495,000. A true and correct copy of the Stellara Agreement is attached
22 as **Exhibit 15**.

23 28. On Monday, September 14, 2026, I emailed the Registrar inquiring whether the
24 City's request for support would be on the Board of Supervisors' agenda and whether the City would
25 need to submit a revised Resolution for the Board of Supervisors' approval at its September 29
26 meeting. On September 17, Mr. Page responded to my September 14 email and confirmed that his
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1 position from his September 11 letter remained unchanged. A true and correct copy of the September
2 17 email from the Registrar is attached hereto as **Exhibit 16**.

3 29. On September 15, City Attorney Aaron Harp wrote to County Counsel Leon
4 Page, including me on the transmittal, to inquire whether the Board of Supervisors would be
5 considering the City's requests for County support and coordination at its September 29, 2026,
6 meeting. In that email, Mr. Harp also explained that the City would disseminate clear voter
7 communications distinguishing the City election from the County-administered general election. The
8 County Counsel did not respond to that email. On September 21, the City Attorney again emailed the
9 County Counsel to inquire whether the City's requests for support would be considered by the Board
10 of Supervisors on September 29. A true and correct copy of that email is attached hereto as
11 **Exhibit 17**. As of today, I have not received or seen a response from the County.

12 30. On September 17, 2026, the General Counsel for the Secretary of State
13 confirmed that the SOS would not provide the City with voter signature images for use in the
14 November 3, 2026 standalone election. A true and correct copy of the September 17 email from the
15 Secretary of State's General Counsel is attached hereto as **Exhibit 18**.

16 31. On September 18, 2026, the City Attorney sent an email to the General Counsel
17 for the Secretary of State on my behalf, including me on the transmittal, requesting the tint and
18 watermark assignment for the City's standalone election. On September 22, the City Attorney sent a
19 follow-up email to the Secretary of State's General Counsel. A true and correct copy of that email
20 chain is attached hereto as **Exhibit 19**.

21 32. On September 19, 2026, GEM and Stellara worked on identifying military and
22 oversees voters and the ballot delivery information. Based on the voter information provided by the
23 County, ballots were mailed. I received an electronic file in excel format from Ms. Blair on September
24 18, 2026, and I emailed 175 voters a ballot packet.

25 33. The day before, on September 18, the Registrar provided confirmation that there
26 were no confidential voters among the City's UOCAVA voters and that therefore the voter roll for the
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1 City's UOCAVA voters was accurate and complete. A true and correct copy of that email is attached
2 hereto as **Exhibit 20**.

3 34. In the meanwhile, my office continued to execute necessary contracts with
4 external election administration vendors to ensure that the November 3, 2026 election could go
5 forward, assuming the County Board of Supervisors would approve the City's request for services.
6 Following the City Council's September 11, 2026 authorization, the City immediately finalized and on
7 September 14, the City contracted with ProVote for ballot printing and voter information material
8 production and mailing services. This contract was terminated after the vendor withdrew from
9 providing services on September 17. A true and correct copy of the ProVote contract is attached
10 hereto as **Exhibit 21**.

11 35. Effective September 17, the City contracted with K&H Printers-Lithographers,
12 Inc. ("K&H"), for printing of ballots and related materials. A true and correct copy of the K&H
13 contract is attached hereto as **Exhibit 22**.

14 36. On September 21, the City contracted with Hart InterCivic, Inc. ("Hart"), to
15 provide ballot programming, voting systems and equipment, testing, tabulation, and related technical
16 support. A true and correct copy of the Hart contract is attached hereto as **Exhibit 23**.

17 37. Between September 14 and September 22, 2026, I continued working
18 extensively on preparations necessary for the City to conduct the November 3, 2026, special
19 standalone election. This included continued communications with the County regarding the City's
20 request that its Resolution 2026-83 seeking County coordination and support be placed on the Orange
21 County Board of Supervisors' agenda for approval and efforts to obtain necessary County election
22 services and voter data. I also coordinated with Stellara regarding ballot preparation and approval,
23 voter data, applicable language requirements, and other operational requirements.

24 38. The City applied and secured a USPS Business reply mail permit for mailing
25 ballot and return mail option on September 18, 2026.

26 39. During this period, I also coordinated with City staff, the City's Public
27 Information Officer, and the election consultant to establish consistent communications so that
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1 accurate information regarding the City's separate, mail-only special election could be provided to
2 voters, residents, and the media.

3 40. I also coordinated with Stellara regarding on-site inspections and preparation of
4 City facilities for election operations, including determining space requirements for election staff,
5 ballot processing and counting, canvassing, and public observation; identifying necessary
6 workstations, equipment, supplies, and staffing; and establishing procedures for ballot receipt,
7 handling, storage, security, chain of custody, and public observation. This work also included
8 planning for election-night operations and coordinating necessary support from Information
9 Technology, Facilities, Purchasing, Police/Security, mail services, and other City departments.

10 41. On September 23 and 24, 2026, I continued coordinating with Stellara and two
11 additional election consultants regarding the operational requirements for conducting the Special
12 Election. I participated in on-site assessments and continued working through the staffing, facilities,
13 ballot processing, security, equipment, and other logistical needs necessary to establish election
14 operations.

15 42. On September 14, 2026, I emailed the Registrar to ascertain whether Resolution
16 2026-83 would be placed on the agenda for the September 29 Board of Supervisors meeting. On
17 September 22, 2026, I learned that the Board of Supervisors agenda for its September 29 meeting did
18 not include an item for approval of the City's Resolution 2026-83. I emailed the County Registrar
19 immediately to inquire why the City's request for election records, information, services, access, and
20 coordination necessary for the City to conduct the standalone election on November 3 was not on the
21 Board of Supervisors' agenda. A true and correct copy of my September 14 and September 22 emails
22 to the Registrar are attached hereto as **Exhibit 24** and **Exhibit 25**, respectively.

23 43. At 3:36 p.m. on September 22, the Registrar responded, stating that he "will not
24 recommend that the County of Orange Board of Supervisors direct the Registrar of Voters to provide
25 the City of Newport Beach with the broad range of services requested in the City's Resolution 2026-
26 83." A true and correct copy of the September 22 email from the Registrar is attached hereto as
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1 **Exhibit 26.** He further confirmed that the Registrar does not plan to seek Board of Supervisors
2 approval for the City's request at the September 29 meeting.

3 44. Since issuance of the Court's order on August 27, 2026, I have endeavored to do
4 all that is necessary to comply with the Court's order and writ requiring that the City conduct an
5 election on the initiatives on November 3, 2026. Since August 27 when I received a copy of the
6 Court's order, this effort has consumed virtually all of my working time and has required that my
7 office be dedicated almost exclusively to setting up an independent election system so that the City can
8 run a standalone election. I am confident that we are doing what we can to satisfy the Court's ruling,
9 but the County's decision not to provide the City necessary resources and information has jeopardized
10 its ability to proceed with the election as ordered.

11 45. Because the UOCAVA ballots were mailed on September 19, my office has
12 already started to receive voted ballots. Because the County has refused to allow us access to the
13 database containing voter signature images, I have no way to verify the signatures on those ballots to
14 ensure that they were voted by properly qualified registered voters and I therefore am unable to
15 tabulate the votes within them.

16 46. I am also already receiving emails from members of the public expressing
17 confusion about how the City's standalone election will proceed and why they did not receive a ballot
18 with the candidate information for Newport Beach Council elections, which have been consolidated
19 with the County election and will appear on the separate County ballot. The County-run statewide
20 general election will have both mail-in and in-person voting, but the County will not offer Newport
21 Beach voters an opportunity to vote on the initiatives on the City's standalone election ballot at County
22 Vote Centers. If a person appears at a County Vote Center to cast their ballot, they will not be given a
23 City-standalone ballot at all.

24 47. Although the City will set up a voter information location near one of the
25 County Vote Centers, the location will be limited to accepting completed City standalone ballots and
26 providing voters with information regarding the City's mail-only special standalone election. Voters
27 will not be permitted to vote in person at this location. The recommended single location is intended
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1 to provide voters with a convenient place to drop off their completed ballots and receive assistance or
2 answers to questions regarding the City's election.

3 48. The risk of confusion is further compounded by the fact that the County-run
4 consolidated election ballot will also present Newport Beach voters an opportunity to vote on City-
5 specific elections, namely the elections for City Council districts 1, 3, 4, and 6, and Measure H, a
6 general plan amendment. Voters who vote a County-issued ballot could reasonably believe that they
7 have voted in the City elections, too, because there will be City elections on that ballot.

8 49. To ameliorate any confusion, the City's communications plan for the standalone
9 election will be robust. We will do as much as we can to provide voters necessary information to
10 ensure they are accurately informed before they cast their ballots. This includes voter outreach by
11 sending to each registered voter in the city an information pamphlet, press releases, providing updates
12 to the media, website updates, and social media outreach.

13 50. That said, the City continues to require support and resources from the County
14 in order to administer this election such that every qualified voter has an equal opportunity to
15 participate. First, the City needs complete, updated voter roll data, including the data for confidential
16 voters, to ensure that every registered voter will receive a vote-by-mail ballot for the standalone
17 election. Currently, we do not have any contact information for Newport Beach's confidential voters.
18 At this time, the City does not know who those voters are and cannot provide any of them with a mail-
19 in ballot. We also do not have the ability to access the most up-to-date voter file should there be any
20 changes to a voter's registration.

21 51. We also do not have access to the County's database of signature images for
22 purposes of processing mail-in ballots as they are returned. To determine whether a registered voter
23 actually filled out their own ballot, during the canvass the City must ensure that the signature on a
24 ballot envelope matches the signature image data that corresponds to that specific voter. This means
25 that when we receive voted ballots (which has already started to occur), we have no way of verifying
26 that the signature on the ballot matches the signature on file for each qualified voter. This signature
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1 verification process is crucial for election security and integrity because it is how we ensure that only
2 registered voters cast vote-by-mail ballots and canvas election results.

3 52. We also do not have the Secretary of State's approved watermark or ink for
4 ballot printing, and we do not have a "trusted build" certification for our vendor's election tabulation
5 equipment. We need the watermark and ink and all necessary approvals from the Secretary of State's
6 Office by no later than October 7, as advised by K&H in order to print ballots in time to mail them by
7 October 19. As of September 25, K&H reported that Rich Geppert submitted a follow-up request to
8 the Secretary of State seeking the release of Trusted Build Version 3.2.1. To my knowledge, K&H has
9 not received a response from the Secretary of State.

10 53. The records attached to my declaration are ordinary election-administration,
11 purchasing, City Council, and third-party County records maintained or received in connection with
12 my work.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed on September 28, 2026, at Newport Beach, California.

16
17 *Lena Shumway*
18 Lena Shumway (Sep 28, 2026 13:03:47 PDT)
19 Lena Shumway
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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 LENA SHUMWAY 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

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

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

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

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

☐ **BY OVERNIGHT DELIVERY:** By enclosing the document(s) in an envelope or package
provided by an overnight delivery carrier and addressed to the persons at the addresses listed.
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

(2,320,567)

EXHIBIT 1



**OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE**

400 WEST CIVIC CENTER DRIVE, SUITE 202
SANTA ANA, CA 92701
MAILING ADDRESS: P.O. BOX 1379
SANTA ANA, CA 92702-1379
(714) 834-3300
FAX: (714) 560-4552

Mark D. Servino
Senior Assistant
(714) 834-4714

E-Mail:
mark.servino@coco.oc.gov

August 28, 2026

VIA ELECTRONIC MAIL ONLY

William H. Ihrke, Esq.
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Email: bihrke@rutan.com

Re: *City of Newport Beach, et. al. v. Newport Beach Stewardship Association, et. al.*
Orange County Superior Court Case No.: 30-2026-01559183-CU-JR-NJC

Dear Mr. Ihrke:

I am writing on behalf of the Orange County Registrar of Voters. We are in receipt of the package that was emailed yesterday evening and hand delivered to the offices of the Registrar of Voters and County Counsel this morning. The package includes the following three measures:

- (1) An Initiative Measure Proposing to Amend the City Charter to Modify City Charter Provisions Related to City Council Member Term Limits (The "Term Limits Initiative");
- (2) An Initiative Measure Proposing to Amend the City Charter to Require City Council Members Be Elected by Voters Residing Within the District the Council Member Represents (The "District Voting Initiative"); and
- (3) and An Initiative Measure Proposing to Amend the City Charter to Establish New Charter Requirements Governing Public Meetings, Public Records, Government Oversight, And Enforcement

The package includes City Resolution Nos. 2026-64, 2026-67, and 2026-70, which were adopted on August 25, 2026, and call an election for the above referenced measures for November 7, 2028, and request that the Registrar consolidate the City's election with the statewide election for that date. The Resolutions acknowledge, as they must, that the consolidated election will be held and conducted in the manner prescribed in Elections Code § 10418, which among other things requires that the election be regulated and done in accordance with the provisions of law regulating the statewide election, as applicable. The package also includes an August 27, 2026, Minute Order related to the above reference case.

William H. Ihrke, Esq.
August 28, 2026
Page 2

To the extent that the submittal is intended to request that the Registrar place these measures on the ballot for the November 3, 2026, statewide election, the Registrar must reject this submittal for several reasons, which include but are not limited to: (1) it is untimely as a request for consolidation under Section 10403 of the Election Code; (2) there is no City resolution either calling an election or requesting that the County consolidate these elections for November 3, 2026; (3) adding these three measures to the November 3, 2026 election at this late stage would substantially interfere with Registrar's ability to conduct the election; and (4) to the extent that the City seeks to frame this as a request for election services under Section 10002 of the Election Code, rather than a request for consolidation under Section 10403, the City resolution would need to specify the services requested and the request would be subject to approval by the Orange County Board of Supervisors.

As noted in our previous letter dated August 26, 2026, the Registrar is not a party to the above-mentioned lawsuit. In addition, California Elections Code § 10403(a) establishes that whenever a city election for the submission of a question or proposition is to be consolidated with a statewide election — such that the measure will appear on the same ballot as the statewide election — the city “shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board.”¹ The 88-day deadline, which expired on August 7, 2026, is therefore the last day by which the city must act, and any filing after that date would not satisfy the statutory requirement.

Here, on their face, the Resolutions do not call for or request consolidation with the November 3, 2026, election. Moreover, the Registrar has not only received the Resolutions after the deadline to request consolidation, but the Resolutions were not even adopted until August 25, 2026, which is over two weeks after the August 7, 2026, deadline. Thus, consolidating the City's election for the measures with the November 3, 2026, statewide election would violate Section 10403 of the Election Code.²

Finally, even ignoring the legal restrictions against accepting a late request for consolidation, adding the City measures discussed above to the ballot at this late stage of election preparation would substantially interfere with the conduct of the election. For example, the materials to be included in the Voter Information Guide would total approximately fifty-three (53) new pages. Formatting and proofing those pages for printing in the County Voter Information Guide would at minimum take 10 to 13 business days. Translation, proofing and formatting of the measures to comply with the Voting Rights Act would require an additional 13 days. Given that ballots and Voter Information Guide pages for military and overseas voters will be sent to print by the end of next week, it would not be possible to perform such tasks without negatively impacting the distribution of such materials. Thus, adding the City measures would

¹ The 88-day deadline set forth in Section 10403 relating to consolidation is independent of the deadline for the City to call an election under Section 9255 of the Election Code.

² In addition, to the extent that the City were to frame this as a request for election services under Section 10002 of the Election Code, rather than a request for consolidation under Section 10403, then such a request would need to be approved by the Orange County Board of Supervisors.

William H. Ihrke, Esq.
August 28, 2026
Page 3

substantially interfere with the printing and distribution of election materials and disrupt the Registrar's ability to conduct the November 3, 2026, statewide election.

Very truly yours,

LEON J. PAGE
COUNTY COUNSEL

DocuSigned by:



By

Mark D. Servino, 2A79B79014A146F...

cc: Navi S. Dhillon, Esq. (via email to navidhillon@paulhastings.com)
Winston Stromberg, Esq. (via email to winstonstromberg@paulhastings.com)
Ken Hartley (via email to kenhartley@paulhastings.com)
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Nathaniel Acosta, Esq. (via e-mail to nacosta@awattorneys.com)

EXHIBIT 2

*Exempt from fees per
Gov't Code § 6103*

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Attorneys for Plaintiffs, Cross-Respondents
and Real Parties in Interest, CITY OF
NEWPORT BEACH, et al

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CITY OF NEWPORT BEACH, a California
municipal corporation and charter city; AARON
HARP, an individual, in his official capacity as
City Attorney for the City of Newport Beach,

Plaintiffs,

vs.

NEWPORT BEACH STEWARDSHIP
ASSOCIATION, an unincorporated association;
MARSHALL "DUFFY" DUFFIELD, an
individual; and DOES 1 through 50, inclusive.

Defendants.

NEWPORT BEACH STEWARDSHIP
ASSOCIATION and MARSHALL DUFFIELD

Cross-Petitioners,

vs.

LENA SHUMWAY, in her official capacity as
Newport Beach City Clerk, and AARON C.
HARP, in his official capacity as City Attorney,

Cross-Respondents,

CITY OF NEWPORT BEACH and NEWPORT
BEACH CITY COUNCIL,

Real Parties In Interest.

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

Assigned for all Purposes to:
Hon. Julianne Bancroft
Department N14

**DECLARATION OF LENA SHUMWAY IN
SUPPORT OF CITY PARTIES'
OPPOSITION TO NBSA'S EX PARTE
APPLICATION FOR ENTRY OF WRIT
(ROA 312)**

Date Filed: March 26, 2026

Hearing on Ex Parte Application:

Date: September 2, 2026

Time: 1:30 pm

Dept.: N14

1 I, Lena Shumway, declare as follows:

2 1. I am the appointed City Clerk for the City of Newport Beach (“City”) and a party in
3 the above-entitled action. I was appointed to my position on October 20, 2025. I have personal
4 knowledge of the facts set forth herein. If called as a witness, I could and would competently testify
5 to the matters stated herein, except as to those stated on information and belief and, as to those, I am
6 informed and believe them to be true.

7 2. As the City Clerk, I am the elections official for municipal elections conducted by
8 the City of Newport Beach. (Elec. Code, § 320.) I am charged with conducting elections and
9 performing other duties in relation to the electoral process on the local, municipal level. I am
10 familiar with the provisions of the California Elections Code and its requirements.

11 3. As of September 1, 2026, there are only 63 calendar days until the November 3, 2026
12 election. More importantly, Election Day is not the beginning of the election process. Numerous
13 statutory deadlines and critical election-administration activities occur weeks before Election Day.
14 At this point, we have already passed or are rapidly approaching several deadlines necessary to
15 properly administer an election.

16 4. The Orange County Registrar of Voters (the “Registrar”) has advised that the three
17 charter amendment measures submitted by Newport Beach Stewardship Association (“NBSA”)
18 cannot be added to the November 3, 2026 consolidated election at this late stage because doing so
19 would jeopardize the election process. The Registrar is already actively preparing ballots and
20 election materials for the November election. A true and correct copy of the letter from the Orange
21 County Registrar of Voters, dated August 28, 2026 and sent to the City’s special legal counsel’s
22 office, which explains this determination, is attached hereto as Exhibit A.

23 5. In my professional experience, it is particularly significant that the Registrar has
24 determined adding the three measures would jeopardize the election process because the County
25 already has all of the infrastructure necessary to conduct an election. The Registrar and County of
26 Orange (“County”) has trained election professionals, election-management systems, voter-
27 registration information, established printing and mailing processes, voting and ballot-processing
28 equipment, facilities, polling/vote-center locations, trained personnel, established vendors, security

1 procedures, and election administration experience. If the County, with all of these resources
2 already in place, has determined that adding the three measures at this point would jeopardize the
3 election process, the City will face insurmountable obstacles in attempting to establish and conduct
4 an entirely separate election from the ground up.

5 **THE CITY HAS NOT CONDUCTED A STAND-ALONE ELECTION FOR AT LEAST**
6 **APPROXIMATELY FORTY-FOUR (44) YEARS**

7 6. In 1982 there was charter amendment to consolidate elections with the County.
8 Based on my review of the City's historical election practices, the City of Newport Beach has not
9 independently conducted a stand-alone municipal election for at least approximately 44 years. The
10 City's elections have been consolidated with and administered in coordination with the Orange
11 County Registrar of Voters.

12 7. As a result, the City does not maintain an independent election operation, election
13 equipment, election-management system, trained election personnel, established polling-place
14 network, pool of trained poll workers, ballot-processing operation, or the other infrastructure that
15 would be necessary to independently conduct a "stand-alone" City-wide election.

16 8. The City would therefore not simply be administering another election. In practical
17 terms, we would be required to establish an election operation from the ground up while
18 simultaneously attempting to meet election deadlines that are already underway.

19 **CITY CLERK STAFFING AND LACK OF ELECTION ADMINISTRATION**
20 **PERSONNEL**

21 9. The City Clerk's Office has only two staff members available to assist with election
22 administration besides the City Clerk, and those employees are not trained to independently conduct
23 an election.

24 10. The City Clerk's Office administers the City's normal election responsibilities and
25 coordinates those responsibilities with the Registrar , but that is substantially different from
26 independently conducting an entire election.

27 11. A stand-alone election would require specialized knowledge and staffing for ballot
28 preparation and proofing, voter data, vote-by-mail processing, polling-place operations,

1 accessibility requirements, election equipment, ballot security, chain of custody, signature
2 verification, ballot curing, tabulation, canvassing, election-worker training, election-night
3 operations, and numerous other election procedures.

4 12. The City does not have the trained personnel or internal election infrastructure
5 necessary to perform those functions independently.

6 **ELECTION CONSULTANTS AND VENDORS ARE NOT READILY AVAILABLE**

7 13. The City would need to retain an experienced election consultant or election services
8 provider to conduct or assist with virtually every aspect of a stand-alone election.

9 14. There are a very limited number of qualified election consultants and election
10 vendors capable of conducting a municipal election. Election resources for a statewide general
11 election are normally secured far in advance. Consultants, ballot printers, voting equipment,
12 election personnel, mailing vendors, and other election resources are already committed to
13 jurisdictions preparing for the November 3, 2026 statewide general election. Reaching out to those
14 consultants would take several days to determine if there is any availability.

15 15. Even if the City could identify a qualified consultant willing and able to undertake
16 this upcoming November 2026 election, the City would still need time to confirm qualifications and
17 availability, establish the scope of services, obtain pricing, negotiate the necessary terms, complete
18 the professional services agreement, coordinate responsibilities, provide the necessary voter and
19 election information, and establish procedures for conducting the election.

20 16. By the time that process is completed, even more of the already extremely limited
21 election preparation period will have elapsed.

22 17. Additionally, the consultant would not simply be providing advice. Because City
23 staff does not have the necessary expertise to independently conduct the election, the City would be
24 relying upon the consultant to establish procedures, coordinate vendors, assist with ballot
25 production, establish election-worker procedures, train personnel, address voting equipment and
26 accessibility, establish ballot-processing and security procedures, and oversee many other aspects
27 of the election.

28 ///

1 **ESTIMATED COSTS OF A STAND-ALONE ELECTION FOR THE MEASURES**

2 18. Based on the estimate previously provided by the Orange County Registrar of Voters,
3 the estimated cost to conduct a stand-alone election for the City of Newport Beach for one ballot
4 measure ranged from approximately \$1,037,188 to \$1,201,138. A true and correct copy of an
5 October 2, 2025 Statement of Ballot Measure Costs from the Orange County Registrar of Voters,
6 which has the most recent estimate of costs for a stand-alone election, is attached hereto as
7 Exhibit B.

8 19. The current circumstances involve three separate charter amendment measures,
9 rather than one. Accordingly, the cost of conducting a stand-alone election would be substantially
10 higher due to the additional ballot preparation and production, printing and mailing requirements,
11 voter information materials, election equipment and supplies, poll worker staffing and training,
12 vote-by-mail processing, ballot tabulation, canvassing, and other election-related services associated
13 with administering three measures.

14 20. In addition, because the County is unable to administer the proposed stand-alone
15 election within the required timeframe, the City would need to retain a qualified election consultant
16 or election services provider and separately contract for the personnel, equipment, facilities, ballot
17 processing, and other specialized services necessary to conduct the election.

18 21. Taking these additional requirements into consideration, City Staff estimates that the
19 total cost of conducting a stand-alone election for the three initiative measures could reasonably
20 exceed \$1.5 million and potentially approach or exceed \$2 million. This estimate is preliminary and
21 could increase further, depending on the availability and cost of qualified election contractors, poll
22 workers, voting locations, equipment, printing, mailing, ballot processing, and other services that
23 would have to be secured on an extremely compressed schedule.

24 **POLLING PLACES PRESENT AN ADDITIONAL SIGNIFICANT PROBLEM**

25 22. There is also a substantial issue concerning polling places and voting locations.

26 23. The available election locations within the City have already been identified and
27 designated for the November 3, 2026 general election, and agreements for those locations have
28 already been entered into with the County for purposes of conducting the consolidated election.

1 24. Those facilities are therefore already committed to the County’s election operations.

2 25. The City cannot simply assume that the same facilities can simultaneously be used
3 for a separate City-administered stand-alone election. A separate election would involve separate
4 ballots, separate election workers, separate equipment, separate ballot boxes, separate voter-
5 processing procedures, separate chain-of-custody obligations, separate signage, separate
6 accessibility requirements, and overall separate election administration.

7 26. At this late date, the City would have to identify and secure an adequate number of
8 alternative polling locations throughout Newport Beach. It would need to determine whether those
9 locations are geographically appropriate and sufficient to serve City voters, confirm availability for
10 the necessary period, ensure Americans with Disabilities Act (“ADA”) accessibility and compliance
11 with applicable election requirements, arrange equipment and supplies, establish security and ballot-
12 chain-of-custody procedures, and properly notify voters of where and how they can vote only on the
13 three proposed charter amendment measures (which would require published notice).

14 27. Given that the available and appropriate election facilities have already been
15 committed to the County and Registrar for the upcoming November 2026 general election, I am
16 convinced, based on our available facilities throughout the City, that the City would not be able to
17 obtain an adequate number of suitable polling places prior to November 3, 2026.

18 28. I am also convinced, based on my professional experience and in my capacity as the
19 City’s elections official, that an inadequate number or distribution of polling places throughout the
20 City would itself create significant voter-access concerns.

21 **RECRUITMENT AND TRAINING OF POLL WORKERS**

22 29. Even if adequate polling locations could somehow be secured, the City does not have
23 an existing pool of trained poll workers available to staff a stand-alone election.

24 30. The City would have to determine the staffing required for each location, recruit
25 sufficient poll workers, complete the required administrative processes, schedule workers, develop
26 procedures and training materials, and conduct training before the November 3, 2026 election day.

27 31. City staff is not trained to independently train poll workers to conduct any election,
28 whether a special or general municipal election. The City would therefore first need to retain

1 election expertise capable of developing the procedures and providing that training.

2 32. Election workers would need to understand voter processing, ballot issuance,
3 provisional or other applicable voting procedures, accessibility requirements, ballot security,
4 equipment operation, opening and closing procedures, reconciliation, chain of custody, emergency
5 procedures, and election-night transfer of ballots and materials.

6 33. All of this would have to occur within the same compressed period in which the City
7 is attempting to create the remainder of the election infrastructure.

8 **BALLOT PREPARATION, PRINTING AND MAILING**

9 34. The physical production of an election cannot be accomplished immediately.

10 35. The City would need to finalize and verify the ballot questions and all accompanying
11 materials; obtain and validate voter-registration data; determine ballot requirements; create and
12 proof-read ballots; prepare voter information/sample ballot materials; coordinate required
13 translations and accessibility requirements; perform multiple levels of proofing and quality control;
14 generate mailing information and labels; print, assemble and mail election materials; and establish
15 procedures for replacement and returned ballots. Some of that could be performed by consultants,
16 but signature verification and ballot processing is the City's responsibility.

17 36. These processes are sequential and interdependent. A delay in one stage affects
18 every stage that follows.

19 37. Ballot printing, for example, cannot properly begin until the ballot materials have
20 been finalized and proofed. Mailing cannot begin until printing and assembly are completed.
21 Election workers cannot be properly trained until the City's voting procedures and equipment are
22 established. Compressing these activities does not eliminate the time required to perform them
23 accurately.

24 **VOTE-BY-MAIL AND BALLOT PROCESSING**

25 38. A stand-alone election would also require the City to establish an entire process for
26 receiving and processing ballots.

27 39. The City does not presently operate a ballot-processing center. Procedures would
28 have to be established for receiving ballots, securing them, maintaining chain of custody, verifying

1 voter eligibility and signatures as required, addressing challenged ballots and curing procedures,
2 maintaining ballot accounting, processing ballots, tabulating votes, retaining election materials,
3 conducting the canvass, and ultimately certifying the election results.

4 40. The City would also have to establish secure facilities and obtain the necessary
5 equipment and trained personnel to perform these functions. Again, for signature verification and
6 ballot processing, the City does not have trained personnel and enough personnel to conduct this
7 function.

8 41. Based on my professional experience of conducting stand-alone elections for other
9 jurisdictions and personal knowledge having observed county-administered elections, these are
10 fundamental election-integrity functions that cannot responsibly be created or administered on an
11 improvised basis, which is what the City would have to do if it were to conduct a stand-alone election
12 of the three measures on November 2026.

13 **ELECTION EQUIPMENT AND TECHNOLOGY**

14 42. The City does not maintain the equipment necessary to independently conduct a City-
15 wide election.

16 43. A stand-alone election would require appropriate voting and ballot-processing
17 equipment, accessible voting equipment, ballot boxes and supplies, election-management and voter-
18 processing capabilities, secure ballot storage, tabulation capability, testing procedures, and technical
19 support.

20 44. Equipment would have to be obtained, configured for this election, tested, secured,
21 deployed to voting locations, operated by trained personnel, retrieved after the election, and
22 reconciled.

23 45. Based on my professional experience and personal knowledge having observed
24 county-administered elections, during any statewide general election, this type of specialized
25 equipment and the personnel capable of supporting it are already in exceptionally high demand, and
26 the City would not have the ability to access such equipment and personnel for a stand-alone election
27 on November 3, 2026.

28 ///

STATUTORY DEADLINES

46. Based on my professional experience and official capacity as the City's elections official, my *greatest* concern is that the remaining 63 days do not represent 63 days in which the City can simply prepare for the November 3, 2026 election day.

47. Election law requires numerous activities to occur a specified number of days before the election. Some applicable deadlines have already passed, and others are imminent.

48. Even if a consultant, polling places, equipment, printers, mailing services and personnel could somehow be located immediately, the City cannot recover statutory time that has already elapsed.

49. Based on my professional experience and official capacity as the City's elections official, it is important to distinguish between something that is merely difficult or expensive, and something that cannot reasonably be accomplished while complying with applicable election requirements.

50. I want to emphasize that my concern is not that conducting a stand-alone election would be inconvenient, expensive, or create additional work for the City Clerk's Office. If there were adequate time to plan the election, obtain professional election services, procure equipment, secure polling places, recruit and train workers, establish ballot-processing procedures, and comply with the applicable statutory calendar, those would be matters that could be addressed through planning and resources. The issue is the absence of sufficient time to do those things.

51. With only 63 days remaining until the November 3, 2026 election day—and substantially less time before many election activities must actually occur—the City would be attempting to establish an entire election operation that it has not independently maintained in the City. This creates a substantial risk that the City could not conduct a lawful, accurate, secure, accessible, and orderly election while satisfying all mandatory election procedures and deadlines.

52. The Registrar's determination from its August 28, 2026 letter (Exhibit A, attached) is particularly important in this regard. Registrar already has trained election personnel, established vendors, ballot systems, voter data, equipment, ballot production and counting facilities, polling locations and election infrastructure in place for November 3, 2026, yet has determined that adding

1 these three charter amendment measures at this late stage would jeopardize the election process.

2 53. The City would be starting without those resources.

3 **CHARTER REQUIREMENT FOR CONSOLIDATION (SINCE 1982)**

4 54. The Newport Beach City Charter, Section 1000, as amended and effective April 8,
5 1980, mandates consolidation with the County to administer the City's general municipal election:

6 Commencing with the election of November 2, 1982, General Municipal elections
7 for the election of officers and for such other purposes as the City Council may
8 prescribe shall be held in the City on the first Tuesday after the First Monday of
November in each even-numbered year, and consolidated with the Statewide general
election in the manner provided in the California Elections Code.

9 55. This means that since 1982, the City Charter itself requires consolidation with the
10 statewide general election — consolidation of the election is not merely a discretionary choice.

11 56. Prior to the 1980 Charter amendment (effective with the November 1982 election),
12 Newport Beach held standalone municipal elections in April of even-numbered years. The City
13 appointed its own election officers (inspectors, clerks), designated its own polling places (often
14 private residences and garages), and managed the election independently. As I noted previously,
15 the City has not administered its elections, nor has it any of the infrastructure necessary to conduct
16 a secure and orderly election, for at least approximately 44 years.

17 57. In my capacity as City Clerk and the City's elections official, I therefore have
18 significant concerns regarding the City's ability to independently conduct a stand-alone election on
19 November 3, 2026, for these three measures without risking violations of applicable election
20 requirements, inadequate voter access, election-administration failures, and other issues affecting
21 the integrity of the election.

22 Executed on September 1, 2026, at Newport Beach, California.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25
26 
27 Lena Shumway

Exhibit A



**OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE**

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mark.servino@coco.oc.gov

August 28, 2026

VIA ELECTRONIC MAIL ONLY

William H. Ihrke, Esq.
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Email: bihrke@rutan.com

Re: *City of Newport Beach, et. al. v. Newport Beach Stewardship Association, et. al.*
Orange County Superior Court Case No.: 30-2026-01559183-CU-JR-NJC

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William H. Ihrke, Esq.
August 28, 2026
Page 2

To the extent that the submittal is intended to request that the Registrar place these measures on the ballot for the November 3, 2026, statewide election, the Registrar must reject this submittal for several reasons, which include but are not limited to: (1) it is untimely as a request for consolidation under Section 10403 of the Election Code; (2) there is no City resolution either calling an election or requesting that the County consolidate these elections for November 3, 2026; (3) adding these three measures to the November 3, 2026 election at this late stage would substantially interfere with Registrar's ability to conduct the election; and (4) to the extent that the City seeks to frame this as a request for election services under Section 10002 of the Election Code, rather than a request for consolidation under Section 10403, the City resolution would need to specify the services requested and the request would be subject to approval by the Orange County Board of Supervisors.

As noted in our previous letter dated August 26, 2026, the Registrar is not a party to the above-mentioned lawsuit. In addition, California Elections Code § 10403(a) establishes that whenever a city election for the submission of a question or proposition is to be consolidated with a statewide election — such that the measure will appear on the same ballot as the statewide election — the city “shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board.”¹ The 88-day deadline, which expired on August 7, 2026, is therefore the last day by which the city must act, and any filing after that date would not satisfy the statutory requirement.

Here, on their face, the Resolutions do not call for or request consolidation with the November 3, 2026, election. Moreover, the Registrar has not only received the Resolutions after the deadline to request consolidation, but the Resolutions were not even adopted until August 25, 2026, which is over two weeks after the August 7, 2026, deadline. Thus, consolidating the City's election for the measures with the November 3, 2026, statewide election would violate Section 10403 of the Election Code.²

Finally, even ignoring the legal restrictions against accepting a late request for consolidation, adding the City measures discussed above to the ballot at this late stage of election preparation would substantially interfere with the conduct of the election. For example, the materials to be included in the Voter Information Guide would total approximately fifty-three (53) new pages. Formatting and proofing those pages for printing in the County Voter Information Guide would at minimum take 10 to 13 business days. Translation, proofing and formatting of the measures to comply with the Voting Rights Act would require an additional 13 days. Given that ballots and Voter Information Guide pages for military and overseas voters will be sent to print by the end of next week, it would not be possible to perform such tasks without negatively impacting the distribution of such materials. Thus, adding the City measures would

¹ The 88-day deadline set forth in Section 10403 relating to consolidation is independent of the deadline for the City to call an election under Section 9255 of the Election Code.

² In addition, to the extent that the City were to frame this as a request for election services under Section 10002 of the Election Code, rather than a request for consolidation under Section 10403, then such a request would need to be approved by the Orange County Board of Supervisors.

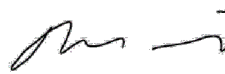
William H. Ihrke, Esq.
August 28, 2026
Page 3

substantially interfere with the printing and distribution of election materials and disrupt the Registrar's ability to conduct the November 3, 2026, statewide election.

Very truly yours,

LEON J. PAGE
COUNTY COUNSEL

DocuSigned by:



By _____

Mark D. Serino, 2A79B79014A146F...

cc: Navi S. Dhillon, Esq. (via email to navidhillon@paulhastings.com)
Winston Stromberg, Esq. (via email to winstonstromberg@paulhastings.com)
Ken Hartley (via email to kenhartley@paulhastings.com)
William H. Ihrke, Esq. (via e-mail to bihrke@rutan.com)
Jennifer J. Farrell, Esq. (via e-mail to jfarrell@rutan.com)
Grace E. Cho, Esq. (via e-mail to gcho@rutan.com)
Martin Koczanowicz, Esq. (via e-mail to [mkoczanowicz@awattorneys.com](mailto:m koczanowicz@awattorneys.com))
Nathaniel Acosta, Esq. (via e-mail to nacosta@awattorneys.com)

Exhibit B

Perry, Molly

From: Chou, Janlus <janlus.chou@ocvote.gov>
Sent: October 02, 2025 7:00 AM
To: Perry, Molly
Cc: Hostler, Kimberly; Mailhot, Julianna
Subject: FW: City of Newport Beach Request for Potential Ballot Measure Costs

[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.

Good morning, Molly,

Below are the requested election estimates for City of Newport Beach.

Please let us know if you have any questions.

Review and certification of petitions: ●C Registrar of Voters cost for each signature is \$3.40. Actual cost will vary depending on the number of signatures reviewed.

Stand-Alone Election with Vote Centers Cost ESTIMATE – City of Newport Beach with 1 measure

The Registrar of Voters provides this ESTIMATE of costs for your preliminary planning purposes for a stand-alone election. Actual costs will be applied in compliance with OMB A-87 and will include labor and overhead, supplies, services, and other expenditures incurred during the election. Invoices and spreadsheets outlining actual costs may be examined following receipt of all invoices related to the election upon request.

This cost estimate is based on 67,165 registered voters, which was calculated by projecting a 10% increase in voter registration to the 61,059 voters registered within the city of Newport Beach on 10/01/25. For a stand-alone election, we are estimating between \$11.91 and \$14.21 per voter.

The cost of including one measure information in the sample ballot is estimated to be between \$ 8,500 (estimate based on 2000 words and 2 pages) and \$17,000 (estimate based on 4000 words and 4 pages). The actual number of pages required will depend on the length of the measure title and impartial analysis and whether arguments and rebuttals are filed and whether the city requests that the full text of the ordinance be printed.

Effective in 2019, AB 216 requires prepaid postage to be included on all vote by mail return envelopes. Depending on the ballot size, postage estimations are \$0.662 or \$0.715 and estimated costs are based on the historic vote by mail participation of 30% equaling of 18,318.

The cost recovery to be added due to the 2019-20 purchase of new election equipment is \$0.29/registered voter.

Based on the above, the cost ESTIMATE you requested is:

- a. The cost of the voter information guide (with standard-length text) is estimated to be \$67,500.
- b. The cost of the stand-alone election is estimated to be \$929,584 - \$1,084,063.
- c. The cost of postage for vote by mail ballot return envelopes is estimated to be \$12,126 - \$13,097.
- d. The cost recovery for 2019-20 purchase of new election equipment is estimated to be \$19,478.
- e. The cost of one measure (estimate based on 2000 words/2 pages and 4000 words/4 pages) is estimated to be \$8,500 - \$17,000.

Stand-Alone Election with Vote Centers Cost ESTIMATE – City of Newport Beach with 1 measure: \$1,037,188 - \$1,201,138.

November 2026 Consolidated General Election ESTIMATE – City of Newport Beach with 1 measure

The Registrar of Voters provides this ESTIMATE of costs for your preliminary planning purposes for the city election consolidated with Statewide General Election. Actual costs will be applied in compliance with OMB A-87 and will include labor and overhead, supplies, services, and other expenditures incurred during the election. Invoices and spreadsheets outlining actual costs may be examined following receipt of all invoices related to the election upon request.

EXHIBIT 3

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 4



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
GL SUMMARY					
74904 - 891050		\$12,500.00			

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

Janan Al-Imam

Finance Director
City of Newport Beach

Vendor/Original Copy

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**

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 SELLER'S 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 5

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 6



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 7

From: Lena Shumway
To: Julianna Mailhot; cc Tiffany Nevarez, Aaron Harp
Date: September 9, 2026, 2:09 PM
Subject: RE: City of Newport Beach request for election services

From: Shumway, Lena <LShumway@newportbeachca.gov<mailto:LShumway@newportbeachca.gov>>
Sent: Wednesday, September 9, 2026 2:09 PM
To: Mailhot, Julianna <Julianna.Mailhot@ocvote.gov<mailto:Julianna.Mailhot@ocvote.gov>>
Cc: Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov<mailto:Tiffany.Nevarez@ocvote.gov>>; Harp, Aaron
<aharp@newportbeachca.gov<mailto:aharp@newportbeachca.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.

Hi Julianna,

The City would like to proceed with requesting the voter file. Would you be able to invoice us, or could we pay by City credit card over the phone? Please also let us know the process and estimated timeline for receiving the files.

Thank you,

[Logo Description automatically generated]<[https://urldefense.com/v3/__http://www.newportbeachca.gov/__;!!KL1yqyOaGX2drUI!j_VH4DmTxixecXwBCxXj8XIX4WzhBrUdkZRt9WWHrJi3n-fb4ch9NDRY8prx8ph4XDBanMrT1pqkhLkehq5MI1QjghE6_IObRB10\\$>](https://urldefense.com/v3/__http://www.newportbeachca.gov/__;!!KL1yqyOaGX2drUI!j_VH4DmTxixecXwBCxXj8XIX4WzhBrUdkZRt9WWHrJi3n-fb4ch9NDRY8prx8ph4XDBanMrT1pqkhLkehq5MI1QjghE6_IObRB10$>)

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

100 Civic Center Dr
Newport Beach, CA 92660

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EXHIBIT 8

From: Tiffany Nevarez
To: Lena Shumway, Julianna Mailhot; cc Aaron Harp
Date: September 9, 2026, 3:20 PM
Subject: RE: City of Newport Beach request for election services

From: Nevarez, Tiffany
Sent: Wednesday, September 9, 2026 3:20 PM
To: Shumway, Lena <LShumway@newportbeachca.gov>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov> Cc: Harp, Aaron <aharp@newportbeachca.gov>
Subject: RE: City of Newport Beach request for election services

Hi Lena,

Your request has been sent to our Voter Data Services department and will be processed. I have attached a copy of the receipt of payment for the file and will also mail you the original receipts today.

Tiffany Nevarez | Candidate and Voter Services Lead | Orange County Registrar of Voters
1300 S. Grand Avenue, Bld C | Santa Ana, California 92705 | 714.567.7310
Tiffany.Nevarez@ocvote.gov<mailto:Tiffany.Nevarez@ocvote.gov>
[300_ocseal-wordmark]

EXHIBIT 9

From: Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>
Sent: Wednesday, September 9, 2026 5:10 PM
To: Shumway, Lena; Mailhot, Julianna
Cc: Harp, Aaron
Subject: RE: 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.

Hi Lena,

I wanted to provide you with direction on the labeling on the voter file to identify the UOCAVA voters and how they receive their ballots.

Voter Status	Abbreviation	How they get their Ballot
Overseas Military	OMIL	Mail
Domestic Military	DMIL	Mail
Email Military	EMIL	E-mail
Overseas Civilian	OCIV	Mail
Email Civilian	ECIV	E-mail
Overseas Fax	FCIV	Fax

Let me know if you have any questions.

Tiffany Nevarez | Candidate and Voter Services Lead | Orange County Registrar of Voters
1300 S. Grand Avenue, Bld C | Santa Ana, California 92705 | 714.567.7310
Tiffany.Nevarez@ocvote.gov



ORANGE COUNTY
REGISTRAR OF VOTERS

EXHIBIT 10

From: Tiffany Nevarez
To: Lena Shumway, Julianna Mailhot; cc Aaron Harp
Date: September 10, 2026, 8:39 AM
Subject: RE: City of Newport Beach request for election services

From: Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>
Sent: September 10, 2026 8:39 AM
To: Shumway, Lena <LShumway@newportbeachca.gov>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov> Cc: Harp, Aaron <aharp@newportbeachca.gov>
Subject: RE: 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.

Good morning, Lena,

I wanted to provide further information regarding maps available to you, since this was part of the initial request sent on Friday from the Stellara Group. We have downloadable maps on our website at ocvote.gov/maps. There's a precinct shape file available and your precincts all begin with the number 53, for easy finding. I've provided the direct link below:

<https://ocvote.gov/maps-and-gis>

Thanks.

Tiffany Nevarez | Candidate and Voter Services Lead | Orange County Registrar of Voters
1300 S. Grand Avenue, Bld C | Santa Ana, California 92705 | 714.567.7310
Tiffany.Nevarez@ocvote.gov
[300_ocseal-wordmark]

EXHIBIT 11

RESOLUTION NO. 2026-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, TO SUBMIT TO THE VOTERS AN INITIATIVE MEASURE PROPOSING TO AMEND THE CITY CHARTER TO MODIFY CITY CHARTER PROVISIONS RELATED TO CITY COUNCIL MEMBER TERM LIMITS

WHEREAS, on April 17, 2026, pursuant to Elections Code Section 9202, the City was served with a Notice of Intention to Circulate Petition, a Proponent's Signed Statement, and a copy of a proposed initiative to establish new Charter requirements modifying City Charter provisions related to City Council Member term limits ("Initiative");

WHEREAS, on April 30, 2026, pursuant to Elections Code Section 9203, the City Attorney prepared a summary of the Initiative with the following ballot title: "Initiative Imposing a Lifetime Two-Term Limit on City Council Service and Eliminating Return to Office After a Break in Service";

WHEREAS, on August 25, 2026, certification was presented to the City Council that not less than fifteen percent of the registered voters of the City signed the petition for the Initiative;

WHEREAS, the Initiative is the subject of litigation in the case titled *City of Newport Beach et al. v. Newport Beach Stewardship Association, et al.*, Orange County Superior Court Case No. 30-2026-01559183, in which, among other issues, the City asserted that the proponents of the measure failed to comply with the publication and posting requirements;

WHEREAS, on September 2, 2026, the Orange County Superior Court issued a writ of mandate (the "Writ") compelling the City Council to take all steps necessary to hold a general municipal election for the Initiatives on November 3, 2026, whether run directly by the City or through a consolidated election process, which order the City contends violates the legislative power and discretion of the City Council to determine the date the Initiative is to be considered by the voters;

WHEREAS, the City sought appellate relief from the Writ, including a stay of the Writ, and on September 9, 2026, the Court of Appeal denied the City's request for a stay;

WHEREAS, the Writ therefore remains in effect and directs the City to proceed with an election on the Initiative on November 3, 2026;

WHEREAS, the City Council recognizes that the timing and manner in which the Writ directs the City to conduct the November 3, 2026, election creates conflicts with certain deadlines, procedures, and requirements that the City believes would otherwise apply to the calling, administration, and conduct of the election under the California Elections Code and the City Charter;

WHEREAS, notwithstanding those conflicts, the Writ presently remains in effect, and the City Council desires to take all actions presently within the City's control to comply with the Writ while preserving the City's objections and legal rights concerning the Writ and any conflict between the Writ and otherwise applicable law;

WHEREAS, because of the timing of the Writ, the status of the November 3, 2026, election already being administered by the Orange County Registrar of Voters, and the deadlines and procedures applicable to consolidation, the City cannot presently accomplish submission of the Initiative measure to the voters through consolidation with the County-administered November 3, 2026, election;

WHEREAS, to comply with the Writ and submit the Initiative measure to the voters on November 3, 2026, the City Council therefore desires to call and conduct a separate, standalone special municipal election on November 3, 2026 (the "Special Municipal Election");

WHEREAS, the Special Municipal Election will be administered under the authority and supervision of the City Clerk, as the City's elections official, with the assistance of qualified election consultants, vendors, temporary election personnel, and other people authorized by the City Clerk and the City;

WHEREAS, the only matters to be submitted to the voters at the Special Municipal Election will be the three initiative measures, which are the subject of the Writ, and the City's ballot will be separate and distinct from the ballot being administered by the Orange County Registrar of Voters for the November 3, 2026, election;

WHEREAS, the City intends to administer the Special Municipal Election separately from the County-administered November 3, 2026, election, including the preparation and issuance of ballots, receipt and processing of returned ballots, signature verification and curing, ballot tabulation, canvass, and certification of election results, except to the extent the City receives records, information, services, facilities, or other assistance from the County of Orange or another governmental agency;

WHEREAS, because of the exceptionally compressed period within which the Writ requires the City to establish and conduct the Special Municipal Election, the City intends to conduct the election using a mail-ballot model under which ballots will be issued

to eligible City voters and returned through the methods established by the City Clerk, together with such voter-assistance, accessible-voting, replacement-ballot, ballot-return, and other procedures as the City Clerk determines are necessary and reasonably practicable to conduct the election;

WHEREAS, the City does not presently intend to establish traditional precinct polling places for the Special Municipal Election and recognizes that the proposed election model, including the absence of traditional precinct polling places and the compressed schedule for the issuance of ballots, may conflict with or require modification of procedures that the City believes would otherwise apply under the California Elections Code or City Charter;

WHEREAS, although the City intends to administer the Special Municipal Election separately, the City does not possess or independently maintain all the voter-registration records, voter signature records, military and overseas voter information, continuing voter-registration updates, and other election information necessary to administer the Special Municipal Election;

WHEREAS, certain records, information, systems, and election functions necessary for the accurate and lawful administration of the Special Municipal Election are maintained or controlled by the Orange County Registrar of Voters and cannot be independently created or reliably replicated by the City, its election consultants, or its election vendors;

WHEREAS, the City's ability to timely and properly administer the Special Municipal Election therefore depends upon receiving necessary voter-registration information and updates, military and overseas voter information, lawful access to voter signature records necessary for signature verification and curing, and such other County-controlled information, records, and coordination as may be necessary to conduct and complete the election;

WHEREAS, the City Council is separately requesting that the County of Orange, including the Orange County Board of Supervisors and Orange County Registrar of Voters, provide specified election records, information, services, and coordination necessary to assist the City in conducting the Special Municipal Election;

WHEREAS, because certain necessary election information and resources are maintained or controlled by the County, the City's ability to conduct and complete the Special Municipal Election in accordance with the Writ may be materially affected by the timing, availability, and scope of the records, information, access, services, and coordination provided by the County;

WHEREAS, because of the limited time remaining before November 3, 2026, immediate commencement and continuous performance of election activities is necessary, including retention and authorization of election consultants and vendors, preparation of ballot materials, acquisition and processing of voter information, preparation and issuance of ballots to military and overseas voters, preparation and issuance of ballots to other eligible voters, establishment of ballot-return and voter-assistance procedures, staffing and training, testing of election equipment and systems, and preparation for ballot processing, tabulation, canvass, and certification;

WHEREAS, the City Council desires that the City Clerk take all administrative and operational actions within the City's authority that are necessary to conduct the Special Municipal Election in accordance with this Resolution, the Writ, any further orders of the Court, and otherwise applicable law to the extent reasonably practicable and not inconsistent with the Writ or further order of the Court;

WHEREAS, the City Council recognizes that compliance with the Writ may present additional conflicts with deadlines, procedures, or other requirements that the City believes would otherwise apply under the California Elections Code, the City Charter, or other applicable law, or may depend upon County-controlled information, access, services, or coordination that is not available to the City within the time required to conduct the Special Municipal Election;

WHEREAS, if an otherwise applicable election requirement cannot reasonably be reconciled with the requirements of the Writ, or if County-controlled records, information, access, services, or coordination necessary to perform an essential election function are not made available in sufficient time, the City Clerk may take that action necessary to comply with the Writ;

WHEREAS, the City Council authorizes the City Attorney to seek further clarification, direction, modification, or other appropriate relief from the Court concerning the City's obligations under the Writ;

WHEREAS, in adopting this Resolution and proceeding with the Special Municipal Election, the City Council does not find or concede that the timing, manner, or procedures required to implement the Writ comply with every requirement that would otherwise apply under the California Elections Code, the City Charter, or other applicable law; and

WHEREAS, neither the adoption of this Resolution nor any action taken by the City, the City Clerk, or other City officials to implement the Writ shall constitute a waiver of the City's objections to the Writ or of any claim, defense, appellate right, or other legal

position concerning the Writ, the California Elections Code, the City Charter, or other applicable law.

NOW, THEREFORE, the City Council of the City of Newport Beach, California, does resolve, declare, determine and order as follows:

Section 1: The City Council hereby calls and orders a separate, standalone Special Municipal Election to be held in the City of Newport Beach on Tuesday, November 3, 2026, for the purpose of submitting to the qualified voters of the City the Initiative measure identified in this Resolution.

Section 2: The City Council does hereby order submitted to the registered voters of the City of Newport Beach at the Special Municipal Election on Tuesday, November 3, 2026, the following question:

MEASURE ____ CITY OF NEWPORT BEACH CHARTER AMENDMENT Shall the measure amending the City of Newport Beach Charter to impose a lifetime two-term limit on City Council service, for a maximum of eight years of service on the City Council, regardless of any break in service, be adopted?	Yes
	No

Section 3: The text of the Initiative and proposed amendment to the City Charter is attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 4: The vote requirement for the ballot measure to pass is a majority (50% +1) of the votes cast.

Section 5: The City Clerk shall serve as the elections official for the Special Municipal Election and is authorized and directed to administer and conduct the election, subject to the direction of the City Council and in accordance with the Writ, any further order of the Court, and otherwise applicable law to the extent reasonably practicable and not inconsistent with the Writ or further order of the Court.

Section 6: The City Clerk is authorized and directed to conduct the Special Municipal Election using a mail-ballot model under which ballots and required voting

materials shall be issued to eligible City voters. The City does not presently intend to establish traditional precinct polling places for the Special Municipal Election. The City Clerk is authorized and directed, however, to establish such voter-assistance, accessible-voting, ballot-return, replacement-ballot, or other in-person election services or facilities as the City Clerk determines are necessary or appropriate to provide eligible voters a reasonable opportunity to vote and to comply with applicable law, the Writ, or any further order of the Court.

Section 7: The City Clerk is authorized and directed to establish, approve, and implement all procedures reasonably necessary to conduct the Special Municipal Election, including procedures relating to:

- (a) voter eligibility, voter-registration information, and voter-record updates;
- (b) military and overseas voters;
- (c) preparation, proofing, printing, issuance, and distribution of ballots and other required election materials;
- (d) ballot replacement and the identification and invalidation or superseding of replaced ballots;
- (e) accessible voting and assistance to voters with disabilities;
- (f) language assistance and translated election materials to the extent required;
- (g) receipt and return of voted ballots, including ballots returned by mail and any other ballot-return method established by the City Clerk;
- (h) receipt and handling of ballots or election materials misdirected to the County or other elections official;
- (i) signature verification, additional review of signatures, voter notification, and curing of missing or nonmatching signatures;
- (j) conditional, provisional, or other voting procedures to the extent required or reasonably necessary;
- (k) ballot processing, duplication when necessary, and reconciliation;
- (l) secure custody, storage, transport, transfer, and chain of custody of ballots and election materials;

(m) certified voting systems, ballot-processing equipment, software, logic and accuracy testing, tabulation, audit, and technical support;

(n) election observation and public access to election processes to the extent required by applicable law;

(o) voter education and communications concerning the separate City ballot, methods for obtaining and returning ballots, applicable deadlines, and available voter assistance;

(p) canvass of election returns; and

(q) certification and presentation of the election results to the City Council.

Section 8: The City Clerk is authorized and directed to take all reasonably practicable actions necessary to timely prepare and transmit ballots and voting materials to eligible military and overseas voters and to establish procedures for the receipt and processing of ballots returned by those voters.

Section 9: The City Clerk and City Manager are authorized to enter into contracts, retain, authorize, direct, and coordinate qualified election consultants, election vendors, temporary election personnel, and other persons reasonably necessary to conduct the Special Municipal Election. The restrictions set forth in Council Policy F-14, or which otherwise restrict the ability of the City Clerk or City Manager to enter into contracts, including, but not limited to, the monetary and other restrictions on the City Clerk's and City Manager's authority to contract shall not apply. The City Clerk may delegate ministerial and operational election functions to qualified consultants, vendors, and election personnel while retaining such supervision and authority as are required of the City's elections official.

Section 10: The City Clerk shall establish and maintain procedures reasonably designed to protect the security and integrity of ballots and election materials from preparation and issuance through receipt, processing, tabulation, canvass, certification, and retention, including appropriate access controls, reconciliation procedures, secure storage, documentation of transfers, and chain-of-custody requirements.

Section 11: The City Clerk shall establish procedures for verification of signatures on ballot identification envelopes, any additional review required for signatures that cannot initially be verified, notification of voters concerning missing or nonmatching signatures, and timely curing of signature deficiencies.

Section 12: The City Clerk, City Manager, and City Attorney are authorized and directed to take all appropriate actions within their respective authority to obtain from the

County of Orange and the Orange County Registrar of Voters the records, information, access, services, and coordination reasonably necessary to conduct the Special Municipal Election. The City's specific requests for County election services, records, information, access, and coordination are addressed by a separate Resolution of the City Council. If the City Clerk determines that a County-controlled record, information source, system, access method, service, or other resource necessary to perform an essential election function will not be available in sufficient time, the City Clerk shall promptly advise the City Manager and City Attorney. The City Clerk may designate and train qualified election personnel to perform those functions and may utilize lawful access to voter-registration signatures and other qualifying signed election records made available by the County or other authorized source.

Section 13: The City Clerk is authorized to obtain and utilize certified voting systems, ballot-processing equipment, software, services, and technical support necessary to conduct the Special Municipal Election and shall establish appropriate testing, security, reconciliation, audit, and chain-of-custody procedures for the use of those systems.

Section 14: Following the Special Municipal Election, the City Clerk shall conduct or cause to be conducted the official canvass of the election returns and shall present the results to the City Council for declaration and such further action as may be required by applicable law, the Writ, or further order of the Court.

Section 15: The City Clerk, City Manager and City Attorney are authorized to take such additional administrative and operational actions and execute such documents within their respective authority as are reasonably necessary to implement this Resolution, meet election deadlines, procure necessary election goods and services, administer the Special Municipal Election, and comply with the Writ. This authority includes the ability to modify administrative election procedures, schedules, locations, methods of ballot return, voter-assistance arrangements, staffing, and other operational matters when reasonably necessary because of changed circumstances, vendor requirements, County coordination, or further direction from the Court, provided that any such action remains within the authority delegated by the City Council.

Section 16: The City Council recognizes that compliance with the Writ may conflict with certain deadlines, procedures, or other requirements that the City believes would otherwise apply under the California Elections Code, the City Charter, or other applicable law. The City Clerk is directed to comply with otherwise applicable election requirements to the extent reasonably practicable and not inconsistent with the Writ or any further order of the Court. If the City Clerk or City Manager determines that an otherwise applicable election requirement cannot reasonably be accomplished within the

time provided by the Writ or otherwise presents a material legal or operational impediment to conducting the Special Municipal Election, the matter shall be promptly referred to the City Attorney.

Section 17: The City Attorney is authorized to seek such clarification, direction, modification, or other appropriate relief from the Superior Court or any appellate court as may be necessary concerning conflicts between the Writ and otherwise applicable election requirements, the proposed method of conducting the Special Municipal Election, unavailable County-controlled information or resources, election deadlines, or other circumstances materially affecting the City's ability to conduct the Special Municipal Election.

Section 18: The City's adoption of this Resolution and all actions taken pursuant to it are undertaken in an effort to comply with the Writ. Nothing in this Resolution, and no action taken by the City, City Council, City Clerk, City Manager, City Attorney, consultant, vendor, or other City representative to implement the Writ, shall be construed as a concession or determination by the City that the Writ or the election procedures necessary to implement the Writ comply with every requirement that the City believes would otherwise apply under the California Elections Code, City Charter, or other applicable law. The City expressly preserves all objections, claims, defenses, appellate rights, and other legal positions concerning the Writ and any conflict between the Writ and otherwise applicable law.

Furthermore, to avoid an argument that the City Council's action to call the election or adopt this Resolution is "voluntary compliance" with the Writ, the City Council finds that it is being compelled to take the action calling the election for the Initiative and associated actions. The trial court has stated its intention to hold the City and City Council in contempt should the City Council fail to put the Initiative on a ballot for November 3, 2026. Believing itself to be compelled to vote to place the Initiative on the ballot upon threat of contempt, the City Council exercises only the discretion afforded to it by the Writ concerning the election at which the Initiative is to be considered and places the Initiative on the November 3, 2026, ballot. The City Council's action does not constitute voluntary acquiescence in or acceptance of the correctness or validity of the court's ruling.

Neither the City or City Council waives any claim, defense, objection, argument, appellate right, or request for relief arising from or relating to the City Council's compelled compliance with the writ including, any appellate proceeding in Orange County Superior Court Case No. 30-2026-01559183 or Case No. 30-2026-01580961 (*City of Newport Beach et al. v. Robert Page, in his Official Capacity as Registrar of Voters, et al.*). Furthermore, the City Council finds and declares that the adoption of this Resolution is being compelled by the Writ and that the City Council does not waive or release any and

all arguments that it has the legislative discretion to call an election for another date and time in accordance with the Elections Code. Similarly, the City Council does not waive any other argument or legal theory including, but not limited to, whether the proponent's complied with the publication and posting requirements for this Initiative. The City and City Council expressly reserve all such remedies and finds there is no intention to render any part of any appeal moot.

Section 19: Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election as necessary or required.

Section 20: The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 21: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City of Newport Beach upon presentation of a properly submitted bill.

Section 22: If the voters approve the Initiative to amend the City Charter, the Initiative shall be adopted in accordance with Elections Code Section 9269 or as otherwise required by law.

Section 23: The City Clerk shall deliver certified copies of this Resolution, including the full text of the measure attached hereto as Attachment A, to the Clerk of the Board of Supervisors of Orange County and the Orange County Registrar of Voters.

Section 24: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 25: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases are declared invalid or unconstitutional.

Section 26: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) because submission to the voters of a voter-sponsored initiative is a ministerial duty required by Elections Code Section 9215, and is therefore not subject to CEQA pursuant to Sections 15060(c)(1) (the activity does not involve the exercise of

discretionary powers by a public agency), 15060(c)(3) (the activity is not a project as defined in Section 15378), and 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3.

Section 27: The City Council hereby repeals all resolutions in conflict herewith including City Council Resolutions Nos. 2026-67, 2026-68, and 2026-69. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 11th day of September, 2026.



Lauren Kleiman
Mayor

ATTEST:



Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment: Exhibit A – Term Limits Initiative

Exhibit A
Term Limits Initiative

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The People of the City of Newport Beach do hereby ordain as follows:

Section 1. Title

This initiative measure shall be known as the “**Initiative To Establish Strict Term Limits for City Council Members**” (the “**Initiative**”).

Section 2. Purpose and Findings.

A. Purpose. Entrenched interests at the City Council do not promote the best interests of the community. This Initiative seeks to improve the leadership and governance of Newport Beach by eliminating the current loophole that allows City Council Members to serve for an unlimited number of terms so long as they are not consecutive. A revolving door of council members is not desirable, and the Charter of the City of Newport Beach (“**Charter**”) should be modified to ensure council members remain responsive to local residents. This Initiative amends the Charter to limit Council Members from serving more than two full terms, or a total of 8 years.

B. Findings. The residents of the City of Newport Beach find that this Initiative promotes the public interest in light of its purpose and the following facts and circumstances:

1. Term limits promote electoral competition, encourage civic participation, and create opportunities for new leadership.

2. This Initiative closes the current term limit “loophole” by eliminating the ability of a former City Council Member to sit on the sidelines then return for another eight years. The current law allows the same politicians to run our City without the benefit of new voices and viewpoints.

3. Many cities and counties in California have maximum term limits. This Initiative is consistent with many other jurisdictions throughout California.

4. This Initiative will better align the City Charter with the community’s general understanding, expectations and preferences.

5. This Initiative recognizes the benefits that local governments can receive from experienced leadership. By allowing for up to eight years on the City Council, the City can benefit from City Council Members with experience and institutional knowledge.

6. City Council Members may be distracted and influenced by the opportunity to return to the City Council for additional terms. This Initiative eliminates incentives for City Council Members to engage in behavior that is guided by a City Council Member’s interests in

additional terms on the City Council, instead of the interests of the Newport Beach community. This Initiative helps ensure that the City Council Members are focused on what is best for the City, not their reelection prospects.

7. Extended service on the City Council allows for concentration of power, undermines democratic and transparent governance, and can lead to unethical behavior. This Initiative will prevent the various consequences of powerful repeat leaders who have interests and allegiances tied to previous government roles, and will create more opportunities for new, fresh leadership on the City Council.

8. This Initiative is in the best interest of the people of Newport Beach.

Section 3. Amendment and Addition to the *Newport Beach Municipal Code*.

The voters hereby amend and Section 401 (titled, "Eligibility") of the City Charter as follows (new language is shown in underlined text and deleted text shown in ~~striketrough text~~):

"No person shall be eligible to hold office as a member of the City Council unless he or she is, and shall have been for at least thirty (30) days immediately preceding his or her nomination or appointment, a registered elector of the district from which he or she is nominated or appointed, and for at least thirty (30) days immediately preceding his or her election or appointment, a registered elector of the City.

Notwithstanding the provisions of Section 400, no person shall be or remain eligible to hold office as a member of the City Council for more than two (2) ~~consecutive~~ four (4) year terms or a total of eight (8) years ("Term Limit"). Service of a partial term, by appointment or otherwise, on the City Council of any duration shall constitute completion of a four-year term for purposes of the Term Limit. All duly elected City Council members as of January 31, 2027, shall remain eligible to complete their current terms notwithstanding the Term Limit, but eligibility for any future term on the City Council shall be subject to the Term Limit. Members of the City Council who have served one or more terms prior to their current term shall be entitled to complete such term, but shall not be eligible for re-election except as provided below. Members of the City Council who are serving their first term as of the effective date of this amendment shall be eligible to hold office during a second four year term when the current term expires.

~~This section is intended to prevent persons from serving more than two (2) consecutive terms, and shall not be construed to render ineligible any person who would not, by virtue of his or her election, serve more than two consecutive terms."~~

Section 4. Implementation of this Initiative.

A. This Initiative is considered adopted and effective upon the earliest date legally possible after the elections official certifies the vote on the Initiative by the voters of the City (the "Effective Date"). Upon the Effective Date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any

administrative steps necessary to update any and all City ordinances, codes, maps, figures, and any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.

B. Upon the Effective Date of this Initiative, the City Charter provisions of Section 3 of this Initiative are hereby inserted into the City Charter as set forth above. The City may reorganize, renumber, and/or reformat the City Charter to incorporate Section 3 of this Initiative, provided that the full text of each provision is inserted into the City Charter without alteration.

C. The City Charter in effect on the date of filing of the Notice of Intention to Circulate Petition ("**Filing Date**"), and the City Charter as amended by this Initiative, comprise an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City Charter and other City policies and plans remain an integrated, internally consistent, and compatible statement of policies for the City, any provision of the City Charter that is adopted between the Filing Date and the Effective Date of the City Charter amendment adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with or would diminish, render invalid, defeat, or impair the City Charter amendment adopted by this Initiative, be amended as soon as possible and in the manner and time required by applicable law to ensure consistency with this Initiative.

Section 5. Effect of Other Measures on the Same Ballot.

If this Initiative and another measure on the same subject matter appear on the same ballot, and a majority of the voters vote in favor of both measures but this Initiative receives more votes than the other measure, this Initiative alone shall become valid, binding and adopted in its entirety, and the other measure shall be null and void in its entirety. If a majority of the voters vote in favor of both measures but this Initiative receives less votes than the other measure, only those provisions of the other measure that are in direct and irreconcilable conflict with the provisions of this Initiative shall control, and all other provisions of this Initiative shall become valid, binding and adopted. The voters expressly declare this to be their intent, regardless of any contrary language in any other ballot measure.

Section 6. Interpretation, Severability, and Legal Defense.

A. This Initiative must be interpreted so as to be consistent with all federal and State laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, parts, or portions are found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the

invalid application.

B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of Newport Beach indicate our strong desire that: (i) the Newport Beach City Council use its best efforts to sustain and reenact that portion, and (ii) the Newport Beach City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including by presenting voters with an opportunity to adopt or reenact any such portion in a manner consistent with this Initiative.

C. This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

D. The People of the City of Newport Beach desire that this amendment to the City Charter, if approved by the voters and thereafter challenged in court, be defended by the City. The People, by approving this City Charter amendment, hereby declare that the proponent(s) of this City Charter amendment have a direct and personal stake in defending it from constitutional or statutory challenges to its validity or implementation. In the event the City fails to defend this City Charter amendment, or the City fails to appeal an adverse judgment against its constitutionality, statutory permissibility or implementation, in whole or in part, in any court of law, the proponents shall be entitled to assert their direct personal stake by defending its validity and implementation in any court of law, shall be empowered by the People through this measure to act as agents of the People, and shall be entitled to recover their reasonable attorney's fees from the City of Newport Beach.

Section 7. Amendment or Repeal.

The City Charter as amended and adopted by Section 3 of this Initiative can be amended or repealed only by a majority of the voters of the City voting in an election held in accordance with applicable State and City law. For the avoidance of doubt, this Section only limits the power to amend the City Charter provisions as amended and adopted by Section 3 and does not limit the power of the City to amend or repeal other portions of the City Charter or Newport Beach Municipal Code in a manner that is consistent with this Initiative and other applicable law.

Section 8. Judicial Enforcement.

Any aggrieved person shall have the right to bring an action to enjoin any violation of this Initiative or to enforce the duties imposed on the City by this Initiative. The proponents of this Initiative may defend the provisions of this Initiative in any litigation brought to challenge the Initiative consistent with Section 6 of this Initiative.

STATE OF CALIFORNIA }
COUNTY OF ORANGE }
CITY OF NEWPORT BEACH } ss.

I, Lena Shumway, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing Resolution No. 2026-77 was duly adopted by the City Council of said City at a regular meeting held on the 11th day of September, 2026, by the following vote, to wit:

AYES: Mayor Lauren Kleiman, Councilmember Michelle Barto, Councilmember Robyn Grant,
Councilmember Joe Stapleton
NAYS: Mayor Pro Tem Noah Blom, Councilmember Erik Weigand, Councilmember Sara
J. Weber
RECUSED: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 11th day of September, 2026.





Lena Shumway
City Clerk
City of Newport Beach, California

RESOLUTION NO. 2026-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, TO SUBMIT TO THE VOTERS AN INITIATIVE MEASURE PROPOSING TO AMEND THE CITY CHARTER TO MODIFY CITY CHARTER PROVISIONS RELATED TO DISTRICT-ONLY VOTING FOR CITY COUNCIL MEMBERS

WHEREAS, on April 17, 2026, pursuant to Elections Code Section 9202, the City was served with a Notice of Intention to Circulate Petition, a Proponent's Signed Statement, and a copy of a proposed initiative to establish new Charter requirements modifying City Charter provisions to require that City Council Members be elected by voters residing within the district the Council Member represents, instead of by all City of Newport Beach voters ("Initiative");

WHEREAS, on April 30, 2026, pursuant to Elections Code Section 9203, the City Attorney prepared a summary of the Initiative with the following ballot title: "Initiative to Eliminate Citywide Voting for City Council and Require District-Based Elections";

WHEREAS, on August 25, 2026, certification was presented to the City Council that not less than fifteen percent of the registered voters of the City signed the petition for the Initiative;

WHEREAS, the Initiative is the subject of litigation in the case titled *City of Newport Beach et al. v. Newport Beach Stewardship Association, et al.*, Orange County Superior Court Case No. 30-2026-01559183, in which, among other issues, the City asserted that the proponents of the measure failed to comply with the publication and posting requirements;

WHEREAS, on September 2, 2026, the Orange County Superior Court issued a writ of mandate (the "Writ") compelling the City Council to take all steps necessary to hold a general municipal election for the Initiatives on November 3, 2026, whether run directly by the City or through a consolidated election process, which order the City contends violates the legislative power and discretion of the City Council to determine the date the Initiative is to be considered by the voters;

WHEREAS, the City sought appellate relief from the Writ, including a stay of the Writ, and on September 9, 2026, the Court of Appeal denied the City's request for a stay;

WHEREAS, the Writ therefore remains in effect and directs the City to proceed with an election on the Initiative on November 3, 2026;

WHEREAS, the City Council recognizes that the timing and manner in which the Writ directs the City to conduct the November 3, 2026, election creates conflicts with certain deadlines, procedures, and requirements that the City believes would otherwise apply to the calling, administration, and conduct of the election under the California Elections Code and the City Charter;

WHEREAS, notwithstanding those conflicts, the Writ presently remains in effect, and the City Council desires to take all actions presently within the City's control to comply with the Writ while preserving the City's objections and legal rights concerning the Writ and any conflict between the Writ and otherwise applicable law;

WHEREAS, because of the timing of the Writ, the status of the November 3, 2026, election already being administered by the Orange County Registrar of Voters, and the deadlines and procedures applicable to consolidation, the City cannot presently accomplish submission of the Initiative measure to the voters through consolidation with the County-administered November 3, 2026, election;

WHEREAS, to comply with the Writ and submit the Initiative measure to the voters on November 3, 2026, the City Council therefore desires to call and conduct a separate, standalone special municipal election on November 3, 2026 (the "Special Municipal Election");

WHEREAS, the Special Municipal Election will be administered under the authority and supervision of the City Clerk, as the City's elections official, with the assistance of qualified election consultants, vendors, temporary election personnel, and other people authorized by the City Clerk and the City;

WHEREAS, the only matters to be submitted to the voters at the Special Municipal Election will be the three initiative measures, which are the subject of the Writ, and the City's ballot will be separate and distinct from the ballot being administered by the Orange County Registrar of Voters for the November 3, 2026, election;

WHEREAS, the City intends to administer the Special Municipal Election separately from the County-administered November 3, 2026, election, including the preparation and issuance of ballots, receipt and processing of returned ballots, signature verification and curing, ballot tabulation, canvass, and certification of election results, except to the extent the City receives records, information, services, facilities, or other assistance from the County of Orange or another governmental agency;

WHEREAS, because of the exceptionally compressed period within which the Writ requires the City to establish and conduct the Special Municipal Election, the City intends to conduct the election using a mail-ballot model under which ballots will be issued to eligible City voters and returned through the methods established by the City Clerk, together with such voter-assistance, accessible-voting, replacement-ballot, ballot-return, and other procedures as the City Clerk determines are necessary and reasonably practicable to conduct the election;

WHEREAS, the City does not presently intend to establish traditional precinct polling places for the Special Municipal Election and recognizes that the proposed election model, including the absence of traditional precinct polling places and the compressed schedule for the issuance of ballots, may conflict with or require modification of procedures that the City believes would otherwise apply under the California Elections Code or City Charter;

WHEREAS, although the City intends to administer the Special Municipal Election separately, the City does not possess or independently maintain all the voter-registration records, voter signature records, military and overseas voter information, continuing voter-registration updates, and other election information necessary to administer the Special Municipal Election;

WHEREAS, certain records, information, systems, and election functions necessary for the accurate and lawful administration of the Special Municipal Election are maintained or controlled by the Orange County Registrar of Voters and cannot be independently created or reliably replicated by the City, its election consultants, or its election vendors;

WHEREAS, the City's ability to timely and properly administer the Special Municipal Election therefore depends upon receiving necessary voter-registration information and updates, military and overseas voter information, lawful access to voter signature records necessary for signature verification and curing, and such other County-controlled information, records, and coordination as may be necessary to conduct and complete the election;

WHEREAS, the City Council is separately requesting that the County of Orange, including the Orange County Board of Supervisors and Orange County Registrar of Voters, provide specified election records, information, services, and coordination necessary to assist the City in conducting the Special Municipal Election;

WHEREAS, because certain necessary election information and resources are maintained or controlled by the County, the City's ability to conduct and complete the Special Municipal Election in accordance with the Writ may be materially affected by the

timing, availability, and scope of the records, information, access, services, and coordination provided by the County;

WHEREAS, because of the limited time remaining before November 3, 2026, immediate commencement and continuous performance of election activities is necessary, including retention and authorization of election consultants and vendors, preparation of ballot materials, acquisition and processing of voter information, preparation and issuance of ballots to military and overseas voters, preparation and issuance of ballots to other eligible voters, establishment of ballot-return and voter-assistance procedures, staffing and training, testing of election equipment and systems, and preparation for ballot processing, tabulation, canvass, and certification;

WHEREAS, the City Council desires that the City Clerk take all administrative and operational actions within the City's authority that are necessary to conduct the Special Municipal Election in accordance with this Resolution, the Writ, any further orders of the Court, and otherwise applicable law to the extent reasonably practicable and not inconsistent with the Writ or further order of the Court;

WHEREAS, the City Council recognizes that compliance with the Writ may present additional conflicts with deadlines, procedures, or other requirements that the City believes would otherwise apply under the California Elections Code, the City Charter, or other applicable law, or may depend upon County-controlled information, access, services, or coordination that is not available to the City within the time required to conduct the Special Municipal Election;

WHEREAS, if an otherwise applicable election requirement cannot reasonably be reconciled with the requirements of the Writ, or if County-controlled records, information, access, services, or coordination necessary to perform an essential election function are not made available in sufficient time, the City Clerk may take that action necessary to comply with the Writ;

WHEREAS, the City Council authorizes the City Attorney to seek further clarification, direction, modification, or other appropriate relief from the Court concerning the City's obligations under the Writ;

WHEREAS, in adopting this Resolution and proceeding with the Special Municipal Election, the City Council does not find or concede that the timing, manner, or procedures required to implement the Writ comply with every requirement that would otherwise apply under the California Elections Code, the City Charter, or other applicable law; and

WHEREAS, neither the adoption of this Resolution nor any action taken by the City, the City Clerk, or other City officials to implement the Writ shall constitute a waiver of the City's objections to the Writ or of any claim, defense, appellate right, or other legal position concerning the Writ, the California Elections Code, the City Charter, or other applicable law.

NOW, THEREFORE, the City Council of the City of Newport Beach, California, does resolve, declare, determine and order as follows:

Section 1: The City Council hereby calls and orders a separate, standalone Special Municipal Election to be held in the City of Newport Beach on Tuesday, November 3, 2026, for the purpose of submitting to the qualified voters of the City the Initiative measure identified in this Resolution.

Section 2: The City Council does hereby order submitted to the registered voters of the City of Newport Beach at the Special Municipal Election on Tuesday, November 3, 2026, the following question:

MEASURE ____	
CITY OF NEWPORT BEACH CHARTER AMENDMENT Shall the measure amending the City of Newport Beach Charter to require that City Council members be elected by voters residing within the district the Council member represents, instead of by all City of Newport Beach voters, be adopted?	Yes
	No

Section 3: The text of the Initiative and proposed amendment to the City Charter is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 4: The vote requirement for the ballot measure to pass is a majority (50% +1) of the votes cast.

Section 5: The City Clerk shall serve as the elections official for the Special Municipal Election and is authorized and directed to administer and conduct the election, subject to the direction of the City Council and in accordance with the Writ, any further order of the Court, and otherwise applicable law to the extent reasonably practicable and not inconsistent with the Writ or further order of the Court.

Section 6: The City Clerk is authorized and directed to conduct the Special Municipal Election using a mail-ballot model under which ballots and required voting materials shall be issued to eligible City voters. The City does not presently intend to establish traditional precinct polling places for the Special Municipal Election. The City Clerk is authorized and directed, however, to establish such voter-assistance, accessible-voting, ballot-return, replacement-ballot, or other in-person election services or facilities as the City Clerk determines are necessary or appropriate to provide eligible voters a reasonable opportunity to vote and to comply with applicable law, the Writ, or any further order of the Court.

Section 7: The City Clerk is authorized and directed to establish, approve, and implement all procedures reasonably necessary to conduct the Special Municipal Election, including procedures relating to:

- (a) voter eligibility, voter-registration information, and voter-record updates;
- (b) military and overseas voters;
- (c) preparation, proofing, printing, issuance, and distribution of ballots and other required election materials;
- (d) ballot replacement and the identification and invalidation or superseding of replaced ballots;
- (e) accessible voting and assistance to voters with disabilities;
- (f) language assistance and translated election materials to the extent required;
- (g) receipt and return of voted ballots, including ballots returned by mail and any other ballot-return method established by the City Clerk;
- (h) receipt and handling of ballots or election materials misdirected to the County or other elections official;
- (i) signature verification, additional review of signatures, voter notification, and curing of missing or nonmatching signatures;
- (j) conditional, provisional, or other voting procedures to the extent required or reasonably necessary;
- (k) ballot processing, duplication when necessary, and reconciliation;
- (l) secure custody, storage, transport, transfer, and chain of custody of ballots and election materials;

(m) certified voting systems, ballot-processing equipment, software, logic and accuracy testing, tabulation, audit, and technical support;

(n) election observation and public access to election processes to the extent required by applicable law;

(o) voter education and communications concerning the separate City ballot, methods for obtaining and returning ballots, applicable deadlines, and available voter assistance;

(p) canvass of election returns; and

(q) certification and presentation of the election results to the City Council.

Section 8: The City Clerk is authorized and directed to take all reasonably practicable actions necessary to timely prepare and transmit ballots and voting materials to eligible military and overseas voters and to establish procedures for the receipt and processing of ballots returned by those voters.

Section 9: The City Clerk and City Manager are authorized to enter into contracts, retain, authorize, direct, and coordinate qualified election consultants, election vendors, temporary election personnel, and other persons reasonably necessary to conduct the Special Municipal Election. The restrictions set forth in Council Policy F-14, or which otherwise restrict the ability of the City Clerk or City Manager to enter into contracts, including, but not limited to, the monetary and other restrictions on the City Clerk's and City Manager's authority to contract shall not apply. The City Clerk may delegate ministerial and operational election functions to qualified consultants, vendors, and election personnel while retaining such supervision and authority as are required of the City's elections official.

Section 10: The City Clerk shall establish and maintain procedures reasonably designed to protect the security and integrity of ballots and election materials from preparation and issuance through receipt, processing, tabulation, canvass, certification, and retention, including appropriate access controls, reconciliation procedures, secure storage, documentation of transfers, and chain-of-custody requirements.

Section 11: The City Clerk shall establish procedures for verification of signatures on ballot identification envelopes, any additional review required for signatures that cannot initially be verified, notification of voters concerning missing or nonmatching signatures, and timely curing of signature deficiencies.

Section 12: The City Clerk, City Manager, and City Attorney are authorized and directed to take all appropriate actions within their respective authority to obtain from the

County of Orange and the Orange County Registrar of Voters the records, information, access, services, and coordination reasonably necessary to conduct the Special Municipal Election. The City's specific requests for County election services, records, information, access, and coordination are addressed by a separate Resolution of the City Council. If the City Clerk determines that a County-controlled record, information source, system, access method, service, or other resource necessary to perform an essential election function will not be available in sufficient time, the City Clerk shall promptly advise the City Manager and City Attorney. The City Clerk may designate and train qualified election personnel to perform those functions and may utilize lawful access to voter-registration signatures and other qualifying signed election records made available by the County or other authorized source.

Section 13: The City Clerk is authorized to obtain and utilize certified voting systems, ballot-processing equipment, software, services, and technical support necessary to conduct the Special Municipal Election and shall establish appropriate testing, security, reconciliation, audit, and chain-of-custody procedures for the use of those systems.

Section 14: Following the Special Municipal Election, the City Clerk shall conduct or cause to be conducted the official canvass of the election returns and shall present the results to the City Council for declaration and such further action as may be required by applicable law, the Writ, or further order of the Court.

Section 15: The City Clerk, City Manager and City Attorney are authorized to take such additional administrative and operational actions and execute such documents within their respective authority as are reasonably necessary to implement this Resolution, meet election deadlines, procure necessary election goods and services, administer the Special Municipal Election, and comply with the Writ. This authority includes the ability to modify administrative election procedures, schedules, locations, methods of ballot return, voter-assistance arrangements, staffing, and other operational matters when reasonably necessary because of changed circumstances, vendor requirements, County coordination, or further direction from the Court, provided that any such action remains within the authority delegated by the City Council.

Section 16: The City Council recognizes that compliance with the Writ may conflict with certain deadlines, procedures, or other requirements that the City believes would otherwise apply under the California Elections Code, the City Charter, or other applicable law. The City Clerk is directed to comply with otherwise applicable election requirements to the extent reasonably practicable and not inconsistent with the Writ or any further order of the Court. If the City Clerk or City Manager determines that an otherwise applicable election requirement cannot reasonably be accomplished within the

time provided by the Writ or otherwise presents a material legal or operational impediment to conducting the Special Municipal Election, the matter shall be promptly referred to the City Attorney.

Section 17: The City Attorney is authorized to seek such clarification, direction, modification, or other appropriate relief from the Superior Court or any appellate court as may be necessary concerning conflicts between the Writ and otherwise applicable election requirements, the proposed method of conducting the Special Municipal Election, unavailable County-controlled information or resources, election deadlines, or other circumstances materially affecting the City's ability to conduct the Special Municipal Election.

Section 18: The City's adoption of this Resolution and all actions taken pursuant to it are undertaken in an effort to comply with the Writ. Nothing in this Resolution, and no action taken by the City, City Council, City Clerk, City Manager, City Attorney, consultant, vendor, or other City representative to implement the Writ, shall be construed as a concession or determination by the City that the Writ or the election procedures necessary to implement the Writ comply with every requirement that the City believes would otherwise apply under the California Elections Code, City Charter, or other applicable law. The City expressly preserves all objections, claims, defenses, appellate rights, and other legal positions concerning the Writ and any conflict between the Writ and otherwise applicable law.

Furthermore, to avoid an argument that the City Council's action to call the election or adopt this Resolution is "voluntary compliance" with the Writ, the City Council finds that it is being compelled to take the action calling the election for the Initiative and associated actions. The trial court has stated its intention to hold the City and City Council in contempt should the City Council fail to put the Initiative on a ballot for November 3, 2026. Believing itself to be compelled to vote to place the Initiative on the ballot upon threat of contempt, the City Council exercises only the discretion afforded to it by the Writ concerning the election at which the Initiative is to be considered and places the Initiative on the November 3, 2026, ballot. The City Council's action does not constitute voluntary acquiescence in or acceptance of the correctness or validity of the court's ruling.

Neither the City or City Council waives any claim, defense, objection, argument, appellate right, or request for relief arising from or relating to the City Council's compelled compliance with the writ including, any appellate proceeding in Orange County Superior Court Case No. 30-2026-01559183 or Case No. 30-2026-01580961 (*City of Newport Beach et al. v. Robert Page, in his Official Capacity as Registrar of Voters, et al.*). Furthermore, the City Council finds and declares that the adoption of this Resolution is being compelled by the Writ and that the City Council does not waive or release any and

all arguments that it has the legislative discretion to call an election for another date and time in accordance with the Elections Code. Similarly, the City Council does not waive any other argument or legal theory including, but not limited to, whether the proponent's complied with the publication and posting requirements for this Initiative. The City and City Council expressly reserve all such remedies and finds there is no intention to render any part of any appeal moot.

Section 19: Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election as necessary or required.

Section 20: The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 21: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City of Newport Beach upon presentation of a properly submitted bill.

Section 22: If the voters approve the Initiative to amend the City Charter, the Initiative shall be adopted in accordance with Elections Code Section 9269 or as otherwise required by law.

Section 23: The City Clerk shall deliver certified copies of this Resolution, including the full text of the measure attached hereto as Attachment A, to the Clerk of the Board of Supervisors of Orange County and the Orange County Registrar of Voters.

Section 24: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 25: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases are declared invalid or unconstitutional.

Section 26: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) because submission to the voters of a voter-sponsored initiative is a ministerial duty required by Elections Code Section 9215, and is therefore not subject to CEQA pursuant to Sections 15060(c)(1) (the activity does not involve the exercise of

discretionary powers by a public agency), 15060(c)(3) (the activity is not a project as defined in Section 15378), and 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3.

Section 27: The City Council hereby repeals all resolutions in conflict herewith including City Council Resolutions Nos. 2026-64, 2026-65, and 2026-66. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 11th day of September, 2026.



Lauren Kleiman
Mayor

ATTEST:



Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment: Exhibit A – District-Only Voting Initiative

Exhibit A
District-Only Voting Initiative

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The People of the City of Newport Beach do hereby ordain as follows:

Section 1. Title

This initiative measure shall be known as the “**Home District Voting Initiative**” (the “**Initiative**”).

Section 2. Purpose and Findings.

A. Purpose. This Initiative seeks to enhance the leadership and governance of Newport Beach by ensuring City Council Members are directly accountable to the residents living within their Districts. Currently, the Charter of the City of Newport Beach (“**Charter**”) provides for “at large” voting, where voters across the entire City of Newport Beach elect each City Council Member, regardless of where voters live. This Initiative amends the Charter to enact “district voting,” which ensures all City Council members are elected directly by the residents that live inside their District.

B. Findings. The residents of the City of Newport Beach find that this Initiative promotes the public interest in light of its purpose and the following facts and circumstances:

1. The District Voting Initiative provides a more democratic election structure, granting the opportunity for each District to pick their specific Council Member.

2. Many cities and counties throughout California use district voting to great success. District voting tends to make local voters feel more invested in local elections.

3. Under the current election system, smaller Districts have less effective and less direct representation on the City Council. Direct voting and representation allows elected representatives to be more responsive to the specific issues and unique concerns facing their District.

4. This Initiative would simplify the voting process for all Newport Beach voters as voters would be able to focus only on the candidates that represent their District, not candidates that prioritize or represent other Districts.

5. This Initiative recognizes the value of having City Councilmembers that are aware of and can promptly respond to the concerns of all Districts across Newport Beach. Through direct and localized elections, this Initiative makes City Council Members directly accountable to the District that they are intended to represent.

6. District campaigns, instead of Citywide campaigns, can cost less, creating opportunities for new candidates and leadership. District campaigns would also make it easier for candidates to engage directly with electors in their District, improving civic engagement.

7. This Initiative is in the best interest of the people of Newport Beach.

Section 3. Amendment and Addition to the *Charter of the City of Newport Beach*.

The voters hereby amend and Section 400 (titled, "Elective Officers") of the City Charter as follows (new language is shown in underlined text and deleted text shown in ~~striktthrough text~~):

The elective officers of the City shall consist of a City Council of seven members. Candidates for City Council shall be nominated from and by the electors of each of the seven districts referred to in Article X of this Charter and one shall be elected from each of such districts by the voters of ~~the City at large~~ that district at the times and in the manner provided in this Charter. Ties in voting among candidates for office shall be settled by the casting of lots.

Alternatively, and successively, four four-year terms shall be filled at one general municipal election and three four-year terms at the next such election, consistent with the sequence of terms of Council members existing on the effective date of this amendment.

The term of office shall be four years. The term of each City Council member shall commence on the date of the City Council meeting, following his or her election, at which the council receives the certification of election results from the City Clerk.

Section 4. Implementation of this Initiative.

A. This Initiative is considered adopted and effective upon the earliest date legally possible after the elections official certifies the vote on the Initiative by the voters of the City (the "**Effective Date**"). Upon the Effective Date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any administrative steps necessary to update any and all City ordinances, codes, maps, figures, and any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.

B. Upon the Effective Date of this Initiative, the City Charter provisions of Section 3 of this Initiative are hereby inserted into the City Charter as set forth above. The City may reorganize, renumber, and/or reformat the City Charter to incorporate Section 3 of this Initiative, provided that the full text of each provision is inserted into the City Charter without alteration.

C. The City Charter in effect on the date of filing of the Notice of Intention to Circulate Petition ("**Filing Date**"), and the City Charter as amended by this Initiative, comprise an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City Charter and other City policies and plans remain an integrated, internally consistent, and compatible statement of policies for the City, any provision of the City Charter that is adopted between the Filing Date and the Effective Date of the City Charter amendment adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with or would diminish, render invalid, defeat, or impair the City Charter amendment adopted by this Initiative,

be amended as soon as possible and in the manner and time required by applicable law to ensure consistency with this Initiative.

Section 5. Effect of Other Measures on the Same Ballot.

If this Initiative and another measure on the same subject matter appear on the same ballot, and a majority of the voters vote in favor of both measures but this Initiative receives more votes than the other measure, this Initiative alone shall become valid, binding and adopted in its entirety, and the other measure shall be null and void in its entirety. If a majority of the voters vote in favor of both measures but this Initiative receives less votes than the other measure, only those provisions of the other measure that are in direct and irreconcilable conflict with the provisions of this Initiative shall control, and all other provisions of this Initiative shall become valid, binding and adopted. The voters expressly declare this to be their intent, regardless of any contrary language in any other ballot measure.

Section 6. Interpretation, Severability, and Legal Defense.

A. This Initiative must be interpreted so as to be consistent with all federal and State laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, parts, or portions are found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.

B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of Newport Beach indicate our strong desire that: (i) the Newport Beach City Council use its best efforts to sustain and re-enact that portion, and (ii) the Newport Beach City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including by presenting voters with an opportunity to adopt or reenact any such portion in a manner consistent with this Initiative.

C. This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

D. The People of the City of Newport Beach desire that this amendment to the City Charter, if approved by the voters and thereafter challenged in court, be defended by the City. The

People, by approving this City Charter amendment, hereby declare that the proponent(s) of this City Charter amendment have a direct and personal stake in defending it from constitutional or statutory challenges to its validity or implementation. In the event the City fails to defend this City Charter amendment, or the City fails to appeal an adverse judgment against its constitutionality, statutory permissibility or implementation, in whole or in part, in any court of law, the proponents shall be entitled to assert their direct personal stake by defending its validity and implementation in any court of law, shall be empowered by the People through this measure to act as agents of the People, and shall be entitled to recover their reasonable attorney's fees from the City of Newport Beach.

Section 7. Amendment or Repeal.

The City Charter as amended and adopted by Section 3 of this Initiative can be amended or repealed only by a majority of the voters of the City voting in an election held in accordance with applicable State and City law. For the avoidance of doubt, this Section only limits the power to amend the City Charter provisions as amended and adopted by Section 3 and does not limit the power of the City to amend or repeal other portions of the City Charter or Newport Beach Municipal Code in a manner that is consistent with this Initiative and other applicable law.

Section 8. Judicial Enforcement.

Any aggrieved person shall have the right to bring an action to enjoin any violation of this Initiative or to enforce the duties imposed on the City by this Initiative. The proponents of this Initiative may defend the provisions of this Initiative in any litigation brought to challenge the Initiative consistent with Section 6 of this Initiative.

STATE OF CALIFORNIA }
COUNTY OF ORANGE }
CITY OF NEWPORT BEACH } ss.

I, Lena Shumway, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing Resolution No. 2026-79 was duly adopted by the City Council of said City at a regular meeting held on the 11th day of September, 2026, by the following vote, to wit:

AYES: Mayor Lauren Kleiman, Councilmember Michelle Barto, Councilmember Robyn Grant, Councilmember Joe Stapleton
NAYS: Mayor Pro Tem Noah Blom, Councilmember Erik Weigand, Councilmember Sara J. Weber
RECUSED: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 11th day of September, 2026.





Lena Shumway
City Clerk
City of Newport Beach, California

RESOLUTION NO. 2026-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, TO SUBMIT TO THE VOTERS AN INITIATIVE MEASURE PROPOSING TO AMEND THE CITY CHARTER TO ESTABLISH NEW CHARTER REQUIREMENTS GOVERNING PUBLIC MEETINGS, PUBLIC RECORDS, GOVERNMENT OVERSIGHT, AND ENFORCEMENT

WHEREAS, on December 23, 2025, pursuant to Elections Code Section 9202, the City was served with a Notice of Intention to Circulate Petition, a Proponent's Signed Statement, and a copy of a proposed initiative to establish new Charter requirements governing public meetings, public records, government oversight, and enforcement ("Initiative");

WHEREAS, on April 30, 2026, pursuant to Elections Code Section 9203, the City Attorney prepared a summary of the Initiative with the following ballot title: "Initiative Establishing Charter Provisions Governing Public Meetings, Public Records, and Government Oversight, in Addition to Those Requirements Provided for Under State Law";

WHEREAS, on August 25, 2026, certification was presented to the City Council that not less than fifteen percent of the registered voters of the City signed the petition for the Initiative;

WHEREAS, the Initiative is the subject of litigation in the case titled *City of Newport Beach et al. v. Newport Beach Stewardship Association, et al.*, Orange County Superior Court Case No. 30-2026-01559183, in which, among other issues, the City asserted that the proponents of the measure failed to comply with the publication and posting requirements;

WHEREAS, on September 2, 2026, the Orange County Superior Court issued a writ of mandate (the "Writ") compelling the City Council to take all steps necessary to hold a general municipal election for the Initiatives on November 3, 2026, whether run directly by the City or through a consolidated election process, which order the City contends violates the legislative power and discretion of the City Council to determine the date the Initiative is to be considered by the voters;

WHEREAS, the City sought appellate relief from the Writ, including a stay of the Writ, and on September 9, 2026, the Court of Appeal denied the City's request for a stay;

WHEREAS, the Writ therefore remains in effect and directs the City to proceed with an election on the Initiative on November 3, 2026;

WHEREAS, the City Council recognizes that the timing and manner in which the Writ directs the City to conduct the November 3, 2026, election creates conflicts with certain deadlines, procedures, and requirements that the City believes would otherwise apply to the calling, administration, and conduct of the election under the California Elections Code and the City Charter;

WHEREAS, notwithstanding those conflicts, the Writ presently remains in effect, and the City Council desires to take all actions presently within the City's control to comply with the Writ while preserving the City's objections and legal rights concerning the Writ and any conflict between the Writ and otherwise applicable law;

WHEREAS, because of the timing of the Writ, the status of the November 3, 2026, election already being administered by the Orange County Registrar of Voters, and the deadlines and procedures applicable to consolidation, the City cannot presently accomplish submission of the Initiative measure to the voters through consolidation with the County-administered November 3, 2026, election;

WHEREAS, to comply with the Writ and submit the Initiative measure to the voters on November 3, 2026, the City Council therefore desires to call and conduct a separate, standalone special municipal election on November 3, 2026 (the "Special Municipal Election");

WHEREAS, the Special Municipal Election will be administered under the authority and supervision of the City Clerk, as the City's elections official, with the assistance of qualified election consultants, vendors, temporary election personnel, and other people authorized by the City Clerk and the City;

WHEREAS, the only matters to be submitted to the voters at the Special Municipal Election will be the three imitative measures, which are the subject of the Writ, and the City's ballot will be separate and distinct from the ballot being administered by the Orange County Registrar of Voters for the November 3, 2026, election;

WHEREAS, the City intends to administer the Special Municipal Election separately from the County-administered November 3, 2026, election, including the preparation and issuance of ballots, receipt and processing of returned ballots, signature verification and curing, ballot tabulation, canvass, and certification of election results,

except to the extent the City receives records, information, services, facilities, or other assistance from the County of Orange or another governmental agency;

WHEREAS, because of the exceptionally compressed period within which the Writ requires the City to establish and conduct the Special Municipal Election, the City intends to conduct the election using a mail-ballot model under which ballots will be issued to eligible City voters and returned through the methods established by the City Clerk, together with such voter-assistance, accessible-voting, replacement-ballot, ballot-return, and other procedures as the City Clerk determines are necessary and reasonably practicable to conduct the election;

WHEREAS, the City does not presently intend to establish traditional precinct polling places for the Special Municipal Election and recognizes that the proposed election model, including the absence of traditional precinct polling places and the compressed schedule for the issuance of ballots, may conflict with or require modification of procedures that the City believes would otherwise apply under the California Elections Code or City Charter;

WHEREAS, although the City intends to administer the Special Municipal Election separately, the City does not possess or independently maintain all the voter-registration records, voter signature records, military and overseas voter information, continuing voter-registration updates, and other election information necessary to administer the Special Municipal Election;

WHEREAS, certain records, information, systems, and election functions necessary for the accurate and lawful administration of the Special Municipal Election are maintained or controlled by the Orange County Registrar of Voters and cannot be independently created or reliably replicated by the City, its election consultants, or its election vendors;

WHEREAS, the City's ability to timely and properly administer the Special Municipal Election therefore depends upon receiving necessary voter-registration information and updates, military and overseas voter information, lawful access to voter signature records necessary for signature verification and curing, and such other County-controlled information, records, and coordination as may be necessary to conduct and complete the election;

WHEREAS, the City Council is separately requesting that the County of Orange, including the Orange County Board of Supervisors and Orange County Registrar of Voters, provide specified election records, information, services, and coordination necessary to assist the City in conducting the Special Municipal Election;

WHEREAS, because certain necessary election information and resources are maintained or controlled by the County, the City's ability to conduct and complete the Special Municipal Election in accordance with the Writ may be materially affected by the timing, availability, and scope of the records, information, access, services, and coordination provided by the County;

WHEREAS, because of the limited time remaining before November 3, 2026, immediate commencement and continuous performance of election activities is necessary, including retention and authorization of election consultants and vendors, preparation of ballot materials, acquisition and processing of voter information, preparation and issuance of ballots to military and overseas voters, preparation and issuance of ballots to other eligible voters, establishment of ballot-return and voter-assistance procedures, staffing and training, testing of election equipment and systems, and preparation for ballot processing, tabulation, canvass, and certification;

WHEREAS, the City Council desires that the City Clerk take all administrative and operational actions within the City's authority that are necessary to conduct the Special Municipal Election in accordance with this Resolution, the Writ, any further orders of the Court, and otherwise applicable law to the extent reasonably practicable and not inconsistent with the Writ or further order of the Court;

WHEREAS, the City Council recognizes that compliance with the Writ may present additional conflicts with deadlines, procedures, or other requirements that the City believes would otherwise apply under the California Elections Code, the City Charter, or other applicable law, or may depend upon County-controlled information, access, services, or coordination that is not available to the City within the time required to conduct the Special Municipal Election;

WHEREAS, if an otherwise applicable election requirement cannot reasonably be reconciled with the requirements of the Writ, or if County-controlled records, information, access, services, or coordination necessary to perform an essential election function are not made available in sufficient time, the City Clerk may take that action necessary to comply with the Writ;

WHEREAS, the City Council authorizes the City Attorney to seek further clarification, direction, modification, or other appropriate relief from the Court concerning the City's obligations under the Writ;

WHEREAS, in adopting this Resolution and proceeding with the Special Municipal Election, the City Council does not find or concede that the timing, manner, or procedures required to implement the Writ comply with every requirement that would otherwise apply under the California Elections Code, the City Charter, or other applicable law; and

WHEREAS, neither the adoption of this Resolution nor any action taken by the City, the City Clerk, or other City officials to implement the Writ shall constitute a waiver of the City's objections to the Writ or of any claim, defense, appellate right, or other legal position concerning the Writ, the California Elections Code, the City Charter, or other applicable law.

NOW, THEREFORE, the City Council of the City of Newport Beach, California, does resolve, declare, determine and order as follows:

Section 1: The City Council hereby calls and orders a separate, standalone Special Municipal Election to be held in the City of Newport Beach on Tuesday, November 3, 2026, for the purpose of submitting to the qualified voters of the City the Initiative measure identified in this Resolution.

Section 2: The City Council does hereby order submitted to the registered voters of the City of Newport Beach at the Special Municipal Election on Tuesday, November 3, 2026, the following question:

MEASURE ____ CITY OF NEWPORT BEACH CHARTER AMENDMENT Shall the measure amending the City of Newport Beach Charter to establish new Charter requirements governing public meetings, public records, government oversight, and enforcement, be adopted?	Yes
	No

Section 3: The text of the Initiative and proposed amendment to the City Charter is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 4: The vote requirement for the ballot measure to pass is a majority (50% +1) of the votes cast.

Section 5: The City Clerk shall serve as the elections official for the Special Municipal Election and is authorized and directed to administer and conduct the election, subject to the direction of the City Council and in accordance with the Writ, any further order of the Court, and otherwise applicable law to the extent reasonably practicable and not inconsistent with the Writ or further order of the Court.

Section 6: The City Clerk is authorized and directed to conduct the Special Municipal Election using a mail-ballot model under which ballots and required voting materials shall be issued to eligible City voters. The City does not presently intend to establish traditional precinct polling places for the Special Municipal Election. The City Clerk is authorized and directed, however, to establish such voter-assistance, accessible-voting, ballot-return, replacement-ballot, or other in-person election services or facilities as the City Clerk determines are necessary or appropriate to provide eligible voters a reasonable opportunity to vote and to comply with applicable law, the Writ, or any further order of the Court.

Section 7: The City Clerk is authorized and directed to establish, approve, and implement all procedures reasonably necessary to conduct the Special Municipal Election, including procedures relating to:

- (a) voter eligibility, voter-registration information, and voter-record updates;
- (b) military and overseas voters;
- (c) preparation, proofing, printing, issuance, and distribution of ballots and other required election materials;
- (d) ballot replacement and the identification and invalidation or superseding of replaced ballots;
- (e) accessible voting and assistance to voters with disabilities;
- (f) language assistance and translated election materials to the extent required;
- (g) receipt and return of voted ballots, including ballots returned by mail and any other ballot-return method established by the City Clerk;
- (h) receipt and handling of ballots or election materials misdirected to the County or other elections official;
- (i) signature verification, additional review of signatures, voter notification, and curing of missing or nonmatching signatures;
- (j) conditional, provisional, or other voting procedures to the extent required or reasonably necessary;
- (k) ballot processing, duplication when necessary, and reconciliation;
- (l) secure custody, storage, transport, transfer, and chain of custody of ballots and election materials;

(m) certified voting systems, ballot-processing equipment, software, logic and accuracy testing, tabulation, audit, and technical support;

(n) election observation and public access to election processes to the extent required by applicable law;

(o) voter education and communications concerning the separate City ballot, methods for obtaining and returning ballots, applicable deadlines, and available voter assistance;

(p) canvass of election returns; and

(q) certification and presentation of the election results to the City Council.

Section 8: The City Clerk is authorized and directed to take all reasonably practicable actions necessary to timely prepare and transmit ballots and voting materials to eligible military and overseas voters and to establish procedures for the receipt and processing of ballots returned by those voters.

Section 9: The City Clerk and City Manager are authorized to enter into contracts, retain, authorize, direct, and coordinate qualified election consultants, election vendors, temporary election personnel, and other persons reasonably necessary to conduct the Special Municipal Election. The restrictions set forth in Council Policy F-14, or which otherwise restrict the ability of the City Clerk or City Manager to enter into contracts, including, but not limited to, the monetary and other restrictions on the City Clerk's and City Manager's authority to contract shall not apply. The City Clerk may delegate ministerial and operational election functions to qualified consultants, vendors, and election personnel while retaining such supervision and authority as are required of the City's elections official.

Section 10: The City Clerk shall establish and maintain procedures reasonably designed to protect the security and integrity of ballots and election materials from preparation and issuance through receipt, processing, tabulation, canvass, certification, and retention, including appropriate access controls, reconciliation procedures, secure storage, documentation of transfers, and chain-of-custody requirements.

Section 11: The City Clerk shall establish procedures for verification of signatures on ballot identification envelopes, any additional review required for signatures that cannot initially be verified, notification of voters concerning missing or nonmatching signatures, and timely curing of signature deficiencies.

Section 12: The City Clerk, City Manager, and City Attorney are authorized and directed to take all appropriate actions within their respective authority to obtain from the

County of Orange and the Orange County Registrar of Voters the records, information, access, services, and coordination reasonably necessary to conduct the Special Municipal Election. The City's specific requests for County election services, records, information, access, and coordination are addressed by a separate Resolution of the City Council. If the City Clerk determines that a County-controlled record, information source, system, access method, service, or other resource necessary to perform an essential election function will not be available in sufficient time, the City Clerk shall promptly advise the City Manager and City Attorney. The City Clerk may designate and train qualified election personnel to perform those functions and may utilize lawful access to voter-registration signatures and other qualifying signed election records made available by the County or other authorized source.

Section 13: The City Clerk is authorized to obtain and utilize certified voting systems, ballot-processing equipment, software, services, and technical support necessary to conduct the Special Municipal Election and shall establish appropriate testing, security, reconciliation, audit, and chain-of-custody procedures for the use of those systems.

Section 14: Following the Special Municipal Election, the City Clerk shall conduct or cause to be conducted the official canvass of the election returns and shall present the results to the City Council for declaration and such further action as may be required by applicable law, the Writ, or further order of the Court.

Section 15: The City Clerk, City Manager and City Attorney are authorized to take such additional administrative and operational actions and execute such documents within their respective authority as are reasonably necessary to implement this Resolution, meet election deadlines, procure necessary election goods and services, administer the Special Municipal Election, and comply with the Writ. This authority includes the ability to modify administrative election procedures, schedules, locations, methods of ballot return, voter-assistance arrangements, staffing, and other operational matters when reasonably necessary because of changed circumstances, vendor requirements, County coordination, or further direction from the Court, provided that any such action remains within the authority delegated by the City Council.

Section 16: The City Council recognizes that compliance with the Writ may conflict with certain deadlines, procedures, or other requirements that the City believes would otherwise apply under the California Elections Code, the City Charter, or other applicable law. The City Clerk is directed to comply with otherwise applicable election requirements to the extent reasonably practicable and not inconsistent with the Writ or any further order of the Court. If the City Clerk or City Manager determines that an otherwise applicable election requirement cannot reasonably be accomplished within the

time provided by the Writ or otherwise presents a material legal or operational impediment to conducting the Special Municipal Election, the matter shall be promptly referred to the City Attorney.

Section 17: The City Attorney is authorized to seek such clarification, direction, modification, or other appropriate relief from the Superior Court or any appellate court as may be necessary concerning conflicts between the Writ and otherwise applicable election requirements, the proposed method of conducting the Special Municipal Election, unavailable County-controlled information or resources, election deadlines, or other circumstances materially affecting the City's ability to conduct the Special Municipal Election.

Section 18: The City's adoption of this Resolution and all actions taken pursuant to it are undertaken in an effort to comply with the Writ. Nothing in this Resolution, and no action taken by the City, City Council, City Clerk, City Manager, City Attorney, consultant, vendor, or other City representative to implement the Writ, shall be construed as a concession or determination by the City that the Writ or the election procedures necessary to implement the Writ comply with every requirement that the City believes would otherwise apply under the California Elections Code, City Charter, or other applicable law. The City expressly preserves all objections, claims, defenses, appellate rights, and other legal positions concerning the Writ and any conflict between the Writ and otherwise applicable law.

Furthermore, to avoid an argument that the City Council's action to call the election or adopt this Resolution is "voluntary compliance" with the Writ, the City Council finds that it is being compelled to take the action calling the election for the Initiative and associated actions. The trial court has stated its intention to hold the City and City Council in contempt should the City Council fail to put the Initiative on a ballot for November 3, 2026. Believing itself to be compelled to vote to place the Initiative on the ballot upon threat of contempt, the City Council exercises only the discretion afforded to it by the Writ concerning the election at which the Initiative is to be considered and places the Initiative on the November 3, 2026, ballot. The City Council's action does not constitute voluntary acquiescence in or acceptance of the correctness or validity of the court's ruling.

Neither the City or City Council waives any claim, defense, objection, argument, appellate right, or request for relief arising from or relating to the City Council's compelled compliance with the writ including, any appellate proceeding in Orange County Superior Court Case No. 30-2026-01559183 or Case No. 30-2026-01580961 (*City of Newport Beach et al. v. Robert Page, in his Official Capacity as Registrar of Voters, et al.*). Furthermore, the City Council finds and declares that the adoption of this Resolution is being compelled by the Writ and that the City Council does not waive or release any and

all arguments that it has the legislative discretion to call an election for another date and time in accordance with the Elections Code. Similarly, the City Council does not waive any other argument or legal theory including, but not limited to, whether the proponent's complied with the publication and posting requirements for this Initiative. The City and City Council expressly reserve all such remedies and finds there is no intention to render any part of any appeal moot.

Section 19: Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election as necessary or required.

Section 20: The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 21: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City of Newport Beach upon presentation of a properly submitted bill.

Section 22: If the voters approve the Initiative to amend the City Charter, the Initiative shall be adopted in accordance with Elections Code Section 9269 or as otherwise required by law.

Section 23: The City Clerk shall deliver certified copies of this Resolution, including the full text of the measure attached hereto as Attachment A, to the Clerk of the Board of Supervisors of Orange County and the Orange County Registrar of Voters.

Section 24: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 25: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases are declared invalid or unconstitutional.

Section 26: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) because submission to the voters of a voter-sponsored initiative is a ministerial duty required by Elections Code Section 9215, and is therefore not subject to CEQA pursuant to Sections 15060(c)(1) (the activity does not involve the exercise of

discretionary powers by a public agency), 15060(c)(3) (the activity is not a project as defined in Section 15378), and 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3.

Section 27: The City Council hereby repeals all resolutions in conflict herewith including City Council Resolutions Nos. 2026-70, 2026-71, and 2026-72. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 11th day of September, 2026.



Lauren Kleiman
Mayor

ATTEST:



Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment: Exhibit A – Public Meetings/Records Initiative

Exhibit A

Public Meetings/ Records Initiative

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The People of the City of Newport Beach do hereby ordain as follows:

Section 1. Title

This initiative measure shall be known as the “**Sunshine and Governmental Transparency Initiative**”.

Section 2. Purpose and Findings.

A. Purpose. This Initiative seeks to provide more transparency and accountability to City of Newport Beach (“**City**”) leadership and governance by amending and adding various provisions to the Charter of the City of Newport Beach (“**City Charter**”).

B. Findings. The People of the City of Newport Beach find:

(1) Government’s duty is to serve the public, reaching its decisions in full view of the public.

(2) Elected officials, departments, commissions, boards, councils and other bodies of the City exist to conduct the People’s business. The People do not cede to these entities the right to decide what the People should know about the operations of their local government.

(3) Although California has a long tradition of laws designed to protect the public’s access to the workings of government, every generation of governmental leaders includes officials who feel comfortable conducting the People’s business away from the scrutiny of those who elect and employ them. Technology offers public officials additional ways to hide the making of public policy from the public. As government evolves, so too must the laws designed to ensure that process remains visible.

(4) The right of the People to know what their government and those acting on behalf of their government are doing is fundamental to democracy, and with very few exceptions, that right supersedes any other policy interest that would prevent public access to information. Only in very rare and unusual circumstances does the public benefit from allowing the business of government to be conducted in secret, and those circumstances should be carefully and narrowly defined to prevent public officials from abusing their authority.

(5) Private entities, individuals, employees and officials of the City have rights to privacy that must be respected. However, when a person or entity is before a policy body, that person, and the public, has the right to an open and public process.

(6) Public officials who attempt to conduct the public's business in secret should be held accountable for their actions. Only a strong open government and Sunshine Ordinance, enforced by a strong Sunshine Task Force, can protect the public's interest in open government.

(7) The People of Newport Beach enact these amendments to assure that the People of the City remain in control of the government they have created.

Section 3. Amendments and Additions to the *Newport Beach City Charter*.

Sections 409.1 through 409.17, Sections 409.50 through 409.63, and Sections 409.70 through Section 409.76 collectively are the "**Sunshine Ordinance**".

The voters hereby adopt Section 409.1 ("Definitions") of the City Charter:

"Definitions": Whenever any provision of the Sunshine Ordinance uses the following words or phrases, those words or phrases shall have the following meanings:

- (1) "City" shall mean the City of Newport Beach.
- (2) "Department" shall mean any department or division of the City of Newport Beach.
- (3) "Meeting" shall mean any of the following:
 - (i) A congregation of a majority of the members of a Policy Body at the same time and place; and
 - (ii) A series of gatherings, each of which involves less than a majority of a Policy Body, to hear, discuss or deliberate upon any item that is within the subject matter jurisdiction of the City, if the cumulative result is that a majority of members has become involved in such gatherings; or any other use of personal intermediaries or communications media that could permit a majority of the members of a Policy Body to become aware of an item of business and of the views or positions of other members with respect thereto, and to negotiate consensus thereupon.
- (4) "Meeting" shall not include any of the following:
 - (i) Individual contacts or conversations between a member of a Policy Body and another person that do not convey to the member the views or positions of other members upon the subject matter of the contact or conversation and in which the member does not solicit or encourage the restatement of the views of the other members.
 - (ii) The attendance of a majority of the members of a Policy Body at a regional, statewide or national conference, or at a meeting organized to address a topic of local community concern and open to the public, provided

that a majority of the members refrains from using the occasion to collectively discuss the topic of the gathering or any other business within the subject matter jurisdiction of the City.

(iii) The attendance of a majority of the members of a Policy Body at a purely social, recreational or ceremonial occasion other than one sponsored or organized by or for the Policy Body itself, provided that a majority of the members refrains from using the occasion to discuss any business within the subject matter jurisdiction of this body. A meal gathering of a Policy Body before, during or after a business meeting of the body is part of that meeting and shall be conducted only under circumstances that permit public access to hear and observe the discussion of members. Such meetings shall not be conducted in restaurants or other accommodations where public access is possible only in consideration of making a purchase or some other payment of value.

(iv) The attendance of a majority of the members of a Policy Body at an open and noticed meeting of a standing committee of that body, provided that the members of the Policy Body who are not members of the standing committee attend only as observers.

(5) “Passive Meeting Body” shall mean:

(i) Advisory committees created by the initiative of a member of a Policy Body, the Mayor, or a Department head;

(ii) Any group that meets to discuss with or advise the Mayor, City Council, or any Department head on fiscal, economic, or policy issues; and

(iii) Social, recreational or ceremonial occasions sponsored or organized by or for a Policy Body to which a majority of the body has been invited.

(iv) “Passive Meeting Body” shall not include a committee that consists solely of employees of the City of Newport Beach created by the initiative of a member of a Policy Body, the Mayor, or a Department head.

(6) “Policy Body” shall mean:

(i) The City Council;

(ii) Any Department, board or commission enumerated in the Charter;

(iii) Any Department, board, commission, committee, or other body created by ordinance or resolution of the City Council;

(iv) Any advisory board, commission, committee or body, created by the initiative of a Policy Body;

(v) Any standing committee of a Policy Body irrespective of its composition;

(vi) "Policy Body" shall not include a committee which consists solely of employees of the City of Newport Beach, unless such committee was established by City Charter or by ordinance or resolution of the City Council; and

(vii) Any advisory board, commission, committee, or council created by a federal, State, or local grant whose members are appointed by City officials, employees or agents.

(7) "Public Information" shall mean the content of "public records" as defined in the California Public Records Act (Government Code Section 7920.530), whether provided in documentary form or in an oral communication.

(8) "Supervisor of Records" shall mean the City Attorney.

The voters hereby adopt Section 409.2 ("Passive Meetings") of the City Charter:

a. All gatherings of Passive Meeting Bodies shall be accessible to members of the public upon inquiry and to the extent possible consistent with the facilities in which they occur.

(1) Such gatherings need not be formally noticed, except on the City's website whenever possible, although the time, place and nature of the gathering shall be disclosed upon inquiry by a member of the public, and any agenda actually prepared for the gathering shall be accessible to such inquirers as a public record.

(2) Such gatherings need not be conducted in any particular space for the accommodation of members of the public, although members of the public shall be permitted to observe on a space available basis consistent with legal and practical restrictions on occupancy.

(3) Such gatherings of a business nature need not provide opportunities for comment by members of the public, although the person presiding may, in his or her discretion, entertain such questions or comments from spectators as may be relevant to the business of the gathering.

b. To the extent not inconsistent with State or federal law, a Policy Body shall include in any contract with an entity that owns, operates or manages any property in which the City has or will have an ownership interest, including a mortgage, and on which the entity performs a government function related to the furtherance of health, safety or welfare, a requirement that any meeting of the governing board of the entity to address any matter relating to the property or its government related activities on the property, or performance under the contract or grant, be conducted as provided in Subdivision (a) of this Section. Records made available to the governing board relating to such matters shall be likewise available to the public.

The voters hereby adopt Section 409.3 ("Application of Brown Act") of the City Charter:

All meetings of any Policy Body shall be open and public, and governed by the provisions of the Ralph M. Brown Act (Government Code Sections 54950 *et. seq.*) and of the Sunshine Ordinance. In the case of inconsistent requirements under the Brown Act and the Sunshine Ordinance, the requirement which would result in greater or more expedited public access shall apply.

The voters hereby adopt Section 409.4 ("Conduct of Business; Time and Place for Meetings") of the City Charter:

- a. Each Policy Body, except for advisory bodies, shall establish by resolution or motion the time and place for holding regular meetings.
- b. All meetings of a Policy body shall be held within the City of Newport Beach unless a different location is required by state or federal law or is necessary to inspect real property or personal property which cannot be conveniently brought within the territory of the City of Newport Beach, to meet with residents residing on property owned by the City, or to meet with residents of another jurisdiction to discuss actions of the Policy Body that affect those residents.
- c. If a regular meeting would otherwise fall on a holiday, it shall instead be held on the previous or next business day, unless otherwise rescheduled in advance.
- d. If, because of fire, flood, earthquake or other emergency, it would be unsafe to meet at the regular meeting place, meetings may be held for the duration of the emergency at some other place specified by the Policy Body. The change of meeting site shall be announced, by the most rapid means of communication available at the time, in a notice to the local media who have requested written notice of special meetings pursuant to Government Code Section 54956. Reasonable attempts shall be made to contact others regarding the change in meeting location.
- e. Meetings of Passive Meeting Bodies shall be preceded by notice delivered personally or by mail, e-mail, or facsimile as reasonably requested at least 72 hours before the time of such meeting to each person who has requested, in writing, notice of such meeting. If the advisory body elects to hold regular meetings, it shall provide by bylaws, or whatever other rule is utilized by that advisory body for the conduct of its business, for the time and place for holding such regular meetings. In such case, no notice of regular meetings, other than the posting of an agenda pursuant to Section 409.5 of this Section in the place used by the Policy Body which it advises, is required.
- f. Special meetings of any Policy Body, including advisory bodies that choose to establish regular meeting times, may be called at any time by the presiding officer thereof or by a majority of the members thereof, by delivering personally or by mail written notice to each member of such Policy Body and the local media who have requested written notice of special meetings in writing. Such notice of a special meeting shall be delivered as described in subsection (e) at least 72 hours before the time of such meeting as

specified in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the presiding officer or secretary of the body or commission a written waiver of notice. Such written notice may be dispensed with as to any member who is actually present at the meeting at the time it convenes. Each special meeting shall be held at the regular meeting place of the Policy Body except that the Policy Body may designate an alternate meeting place provided that such alternate location is specified in the notice of the special meeting; further provided that the notice of the special meeting shall be given at least 15 days prior to said special meeting being held at an alternate location. This provision shall not apply where the alternative meeting location is located within the same building as the regular meeting place.

- g. If a meeting must be canceled, continued or rescheduled for any reason, notice of such change shall be provided to the public as soon as is reasonably possible, including posting of a cancellation notice in the same manner as described in Section 409.4 and mailed notice if sufficient time permits.

The voters hereby adopt Section 409.5 ("Agenda Requirements") of the City Charter:

- a. At least 72 hours before a regular meeting, a Policy Body shall post an agenda containing a meaningful description of each item of business to be transacted or discussed at the meeting. Agendas shall specify for each item of business the proposed action or a statement the item is for discussion only. In addition, a Policy Body shall post a current agenda on its Internet site at least 72 hours before a regular meeting.
- b. A description is meaningful if it is sufficiently clear and specific to alert a person of average intelligence and education whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information on the item. The description should be brief, concise and written in plain, easily understood English. It shall refer to any explanatory documents that have been provided to the Policy Body in connection with an agenda item, such as correspondence or reports, and copies or links to such documents shall be included in the agenda or, if such documents are of more than one hundred pages in length, made available for public inspection and copying at a location indicated on the agenda during normal business hours.
- c. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.
- d. No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a Policy Body may respond to statements made or questions posed by persons exercising their public testimony rights, to the extent of asking a question for clarification, providing a reference to staff or other resources for factual information, or requesting staff to report back to the body at a subsequent meeting concerning the matter raised by such testimony.

- e. Notwithstanding Subdivision (d), the Policy Body may take action on items of business not appearing on the posted agenda under any of the following conditions:

(1) Upon a determination by a majority vote of the body that an accident, natural disaster or work force disruption poses a threat to public health and safety.

(2) Upon a good faith, reasonable determination by a two-thirds vote of the body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that (A) the need to take immediate action on the item is so imperative as to threaten serious injury to the public interest if action were deferred to a subsequent special or regular meeting, or relates to a purely commendatory action, and (B) that the need for such action came to the attention of the body subsequent to the agenda being posted as specified in Subdivision (a).

(3) The item was on an agenda posted pursuant to Subdivision (a) for a prior meeting of the body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

- f. Each board and commission enumerated in the City Charter shall ensure that agendas for regular and special meetings are made available to speech and hearing impaired persons through telecommunications devices for the deaf, telecommunications relay services or equivalent systems, and, upon request, to sight impaired persons through Braille or enlarged type.
- g. Each Policy Body shall ensure that notices and agendas for regular and special meetings shall include the following notice:

KNOW YOUR RIGHTS UNDER THE SUNSHINE
ORDINANCE (Sections 409.1 through 409.76 of the Charter of
the City of Newport Beach)

Government's duty is to serve the public, reaching its decisions in
full view of the public.

Commissions, boards, councils and other agencies of the City of
Newport Beach exist to conduct the people's business. The
Sunshine Ordinance assures that deliberations are conducted
before the people and that City operations are open to the people's
review.

FOR MORE INFORMATION ON YOUR RIGHTS UNDER THE
SUNSHINE ORDINANCE OR TO REPORT A VIOLATION OF
THE ORDINANCE, CONTACT THE SUNSHINE TASK FORCE.

- h. Each agenda of a Policy Body covered by this Sunshine Ordinance shall include the address, area code and phone number, e-mail address, and a contact person's name for

the Sunshine Task Force (as defined below). Information on how to obtain a free copy of the Sunshine Ordinance shall be included on each agenda.

The voters hereby adopt Section 409.6 ("Public Notice Requirements") of the City Charter:

- a. Any public notice that is mailed, posted or published by a Policy Body to residents residing within a specific area to inform those residents of a matter that may impact their property or that neighborhood area, shall be brief, concise and written in plain, easily understood English. Any such public notice must be provided at least seven days prior to the public meeting on the matter.
- b. The notice should inform the residents of the proposal or planned activity, the length of time planned for the activity, the effect of the proposal or activity, and a telephone contact for residents who have questions.
- c. If the notice informs the public of a public meeting or hearing, then the notice shall state that persons who are unable to attend the public meeting or hearing may submit to the City, by the time the proceeding begins, written comments regarding the subject of the meeting or hearing, that these comments will be made a part of the official public record, and that the comments will be brought to the attention of the person or persons conducting the public meeting or hearing. The notice should also state the name and address of the person or persons to whom those written comments should be submitted.

The voters hereby adopt Section 409.7 ("Agenda Disclosures: Closed Sessions") of the City Charter:

- a. In addition to the brief general description of items to be discussed or acted upon in open and public session, the agenda posted pursuant to Government Code Section 54954.2, any mailed notice given pursuant to Government Code Section 54954.1, and any call and notice delivered to the local media and posted pursuant to Government Code Section 54956 shall specify and disclose the nature of any closed sessions by providing all of the following information:

- (1) With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.7:

LICENSE/PERMIT DETERMINATION:

_____ applicant(s)

The space shall be used to specify the number of persons whose applications are to be reviewed.

- (2) With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:

Person(s) negotiating:

Under negotiation:

Price: _____ Terms of payment: _____ Both: _____

The space under "Property" shall be used to list an address, including cross streets where applicable, or other description or name which permits a reasonably ready identification of each parcel or structure subject to negotiation. The space following "Person(s) negotiating" shall be used to identify the person or persons with whom negotiations concerning that property are in progress. The space following "Under negotiation" shall be checked off as applicable to indicate which issues are to be discussed.

- (3) With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9, either:

CONFERENCE WITH LEGAL COUNSEL

Existing litigation:

_____ Unspecified to protect service of process

_____ Unspecified to protect settlement posture or:

CONFERENCE WITH LEGAL COUNSEL

Anticipated litigation: _____ As defendant _____ As plaintiff _____

The space under "Existing litigation" shall be used to specifically identify a case under discussion pursuant to subdivision (a) of Government Code Section 54956.9, including the case name, court, and case number, unless the identification would jeopardize the City's ability to effectuate service of process upon one or more unserved parties, in which instance the space in the next succeeding line shall be checked, or unless the identification would jeopardize the City's ability to conclude existing settlement negotiations to its advantage, in which instance the space in the next succeeding line shall be checked. If the closed session is called pursuant to Section 54956.9 and applicable litigation has not yet been filed, the appropriate space shall be checked under "Anticipated litigation" to indicate the City's anticipated position as defendant or plaintiff respectively. If more than one instance of anticipated litigation is to be reviewed, space may be saved by entering the number of separate instances in the "As defendant" or "As plaintiff" spaces or both as appropriate.

- (4) With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957, either:

THREAT TO PUBLIC SERVICES OR FACILITIES

Name, title and agency of law enforcement officer(s) to be conferred with:
or:

PUBLIC EMPLOYEE APPOINTMENT/HIRING

Title/description of position(s) to be filled:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position and, in the case of a routine evaluation, name of
employee(s) being evaluated:

or:

PUBLIC EMPLOYEE DISMISSAL

Number of employees affected:

or:

- (5) With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6, either:

CONFERENCE WITH NEGOTIATOR ON COLLECTIVE
BARGAINING

Name and title of City's negotiator:

Organization(s) representing:

_____ Police officers, firefighters and airport police

_____ Transit Workers

_____ Nurses

_____ Miscellaneous Employees

Anticipated issue(s) under negotiation:

_____ Wages

_____ Hours

- _____ Benefits
- _____ Working Conditions
- _____ Other (specify if known)
- _____ All

If renegotiating a memorandum of understanding or negotiating a successor memorandum of understanding, the name of the memorandum of understanding:

(6) In case of multiple items of business under the same category, lines may be added and the location of information may be reformatted to eliminate unnecessary duplication and space, so long as the relationship of information concerning the same item is reasonably clear to the reader. As an alternative to the inclusion of lengthy lists of names or other information in the agenda, or as a means of adding items to an earlier completed agenda, the agenda may incorporate by reference separately prepared documents containing the required information, so long as copies of those documents are posted adjacent to the agenda within the time periods required by Government Code Sections 54954.2 and 54956 and provided with any mailed or delivered notices required by Sections 54954.1 or 54956 as applicable.

The voters hereby adopt Section 409.8 (“Additional Requirements for Closed Sessions”) of the City Charter:

- a. All closed sessions of any Policy Body covered by this Sunshine Ordinance shall be either audio recorded or audio and video recorded in their entirety and all such recordings shall be retained permanently unless the Policy Body determines, at a noticed public meeting, that permanent retention of such records is infeasible. Closed session recordings shall be made available immediately after all rationales for closing the session are no longer applicable. For closed sessions of a Policy Body where the justification for the closed session is due to “anticipated litigation”, recordings shall be released to the public in accordance with the following provisions: (i) if no litigation is filed, either (a) as soon as the controversy leading to the anticipated litigation is settled or concluded, or (b) two years after the meeting or upon expiration of the statute of limitations for the anticipated litigation, whichever occurs later; and (ii) if litigation is filed, as soon as the litigation is settled or a judgment becomes final.
- b. Each agenda item covered by this Sunshine Ordinance that involves existing litigation shall identify the court, case number, and date the case was filed on the written agenda. For each agenda item covered by this Sunshine Ordinance that involves anticipated litigation, the City Attorney’s Office or the Policy Body shall, upon request from any member of the public, disclose whether such anticipated litigation developed into litigation and shall identify the court, case number, and date the case was filed.

The voters hereby adopt Section 409.9 (“Agendas and Related Materials”) of the City Charter:

- a. Agendas of meetings and any other documents on file with the clerk of the Policy Body, when intended for distribution to all, or a majority of all, of the members of a Policy Body in connection with a matter anticipated for discussion or consideration at a public meeting, shall be made available to the public on the Policy Body's website. However, this disclosure need not include any material exempt from public disclosure under this Sunshine Ordinance or the California Public Records Act (Government Code sections 7920.000, *et seq.*).
- b. Records which are subject to disclosure under Subdivision (a) and which are intended for distribution to a Policy Body prior to commencement of a public meeting shall be made available for public inspection and copying upon request prior to commencement of such meeting, whether or not actually distributed to or received by the body at the time of the request.
- c. Records which are subject to disclosure under Subdivision (a) and which are distributed during a public meeting but prior to commencement of their discussion shall be made available for public inspection prior to commencement of, and during, their discussion.
- d. Records which are subject to disclosure under Subdivision (a) and which are distributed during their discussion at a public meeting shall be made available for public inspection immediately or as soon thereafter as is practicable.

The voters hereby adopt Section 409.10 ("Closed Sessions; Permitted Topics") of the City Charter:

A Policy Body may, but is not required to, hold closed sessions:

- a. With the Attorney General, District Attorney, or Chief of Police, or their respective deputies, on matters posing a threat to the security of public buildings or a threat to the public's right of access to public services or public facilities.
- b. To consider the appointment, employment, evaluation of performance, or dismissal of a City employee, if the Policy Body has the authority to appoint, employ, or dismiss the employee, or to hear complaints or charges brought against the employee by another person or employee unless the employee complained of requests a public hearing. The body may exclude from any such public meeting, and shall exclude from any such closed meeting, during the comments of a complainant, any or all other complainants in the matter. The term "employee" as used in this section shall not include any elected official, member of a Policy Body or applicant for such a position, or person providing services to the City as an independent contractor or the employee thereof, including but not limited to independent attorneys or law firms providing legal services to the City for a fee rather than a salary.
- c. Based on advice of its legal counsel, and on a motion and vote in open session to assert the attorney-client privilege, to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning those matters would likely and unavoidably prejudice the position of the City in that litigation. Litigation shall be considered pending when any of the following circumstances exist:

- (1) An adjudicatory proceeding before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator, to which the City is a party, has been initiated formally; or,
 - (2) A point has been reached where, in the opinion of the Policy Body on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City, or the body is meeting only to decide whether a closed session is authorized pursuant to that advice or, based on those facts and circumstances, the body has decided to initiate or is deciding whether to initiate litigation.
 - (3) A closed session may not be held under this Section to consider the qualifications or engagement of an independent contract attorney or law firm, for litigation services or otherwise.
- d. With the City's designated representatives regarding matters within the scope of collective bargaining or meeting and conferring with public employee organizations when a Policy Body has authority over such matters.
- (1) Such closed sessions shall be for the purpose of reviewing the City's position and instructing its designated representatives and may take place solely prior to and during active consultations and discussions between the City's designated representatives and the representatives of employee organizations or the unrepresented employees. A Policy Body shall not discuss compensation or other contractual matters in closed session with one or more employees directly interested in the outcome of the negotiations.
 - (2) In addition to the closed sessions authorized by subsection 409.10, a Policy Body subject to Government Code Section 3501 may hold closed sessions with its designated representatives on mandatory subjects within the scope of representation of its represented employees, as determined pursuant to Government Code Section 3504.

The voters hereby adopt Section 409.11 ("Statement of Reasons for Closed Sessions") of the City Charter:

- a. Prior to any closed session, a Policy Body shall state the general reason or reasons for the closed session, and shall cite the statutory authority, including the specific section and subdivision, or other legal authority under which the session is being held. In the closed session, the Policy Body may consider only those matters covered in its statement. In the case of regular and special meetings, the statement shall be made in the form of the agenda disclosures and specifications required by Section 409.7. In the case of adjourned and continued meetings, the statement shall be made with the same disclosures and specifications required by Section 409.7, as part of the notice provided for the meeting.

- b. In the case of an item added to the agenda as a matter of urgent necessity, the statement shall be made prior to the determination of urgency and with the same disclosures and specifications as if the item had been included in the agenda pursuant to Section 409.7 of this Section. Nothing in this Section shall require or authorize a disclosure of information prohibited by state or federal law.

The voters hereby adopt Section 409.12 ("Disclosure of Closed Session Discussions and Actions") of the City Charter:

- a. After every closed session, a Policy Body must disclose to the public any portion of its discussion that is not confidential under federal or State law, the Charter, or non-waivable privilege. The Policy Body shall, by motion and vote in open session, elect either to disclose no information or to disclose the information that a majority deems to be in the public interest. The disclosure shall be made through the presiding officer of the body or such other person, present in the closed session, whom he or she designates to convey the information.
- b. A Policy Body shall publicly report any action taken in closed session and the vote or abstention of every member present thereon, as follows:

(1) Real Property Negotiations: Approval given to a Policy Body's negotiator concerning real estate negotiations pursuant to Government Code Section 54956.8 shall be reported as soon as the agreement is final. If its own approval renders the agreement final, the Policy Body shall report that approval, the substance of the agreement and the vote thereon in open session immediately. If final approval rests with another party to the negotiations, the Policy Body shall, at its next meeting and immediately upon inquiry by any person, disclose the fact of that approval, the substance of the agreement and the Policy Body's vote or votes thereon as soon as the other party or its agent has informed the body of its approval. If notwithstanding the final approval there are conditions precedent to the final consummation of the transaction, or there are multiple contiguous or closely located properties that are being considered for acquisition, the document referred to need not be disclosed until the condition has been satisfied or the agreement has been reached with respect to all the properties, or both.

(2) Litigation: Direction or approval given to the Policy Body's legal counsel to prosecute, defend or seek or refrain from seeking appellate review or relief, or to otherwise enter as a party, intervenor or amicus curiae in any form of litigation as the result of a consultation pursuant to Government Code Section 54956.9 shall be reported in open session as soon as given, or at the first meeting after an adverse party has been served in the matter if immediate disclosure of the City's intentions would be contrary to the public interest. The report shall identify the adverse party or parties, any co-parties with the City, any existing claim or order to be defended against or any factual circumstances or contractual dispute giving rise to the City's complaint, petition or other litigation initiative.

(3) Settlement: A Policy Body shall neither solicit nor agree to any term in a settlement which would preclude the release of the text of the settlement itself and any related documentation communicated to or received from the adverse party or parties. Any written settlement agreement and any documents attached to or referenced in the settlement agreement shall be made publicly available at least 10 calendar days before the meeting of the Policy Body at which the settlement is to be approved to the extent that the settlement would commit the City (including any Department) to adopting, modifying, or discontinuing an existing policy, practice or program or otherwise acting other than to pay an amount of money less than fifty thousand dollars (\$50,000). The agenda for any meeting in which a settlement subject to this Section is discussed shall identify the names of the parties, the case number, the court, and the material terms of the settlement. Where the disclosure of documents in a litigation matter that has been or may be settled could be detrimental to the City's interest in pending litigation arising from the same facts or incident and involving a party not a party to or otherwise aware of the settlement, the documents required to be disclosed by Subdivision (b) of this Section need not be disclosed until the other case is settled or otherwise finally concluded.

(4) Employee Actions: Action taken to appoint, employ, dismiss, transfer or accept the resignation of a public employee in closed session pursuant to Government Code Section 54957 shall be reported immediately in a manner that names the employee, the action taken and position affected and, in the case of dismissal for a violation of law or of the policy of the City, the reason for dismissal. "Dismissal" within the meaning of this Sunshine Ordinance includes any termination of employment at the will of the employer rather than of the employee, however characterized. The proposed terms of any separation agreement shall be immediately disclosed as soon as presented to the body, and its final terms shall be immediately disclosed upon approval by the body.

(5) Collective Bargaining: Any collectively bargained agreement shall be made publicly available at least 15 calendar days before the meeting of the Policy Body to which the agreement is to be reported.

- c. Reports required to be made immediately may be made orally or in writing, but shall be supported by copies of any contracts, settlement agreements, or other documents related to the transaction that were finally approved or adopted in the closed session and that embody the information required to be disclosed immediately shall be provided to any person who has made a written request regarding that item following the posting of the agenda, or who has made a standing request for all such documentation as part of a request for notice of meetings pursuant to Government Code Sections 54954.1 or 54956.
- d. A written summary of the information required to be immediately reported pursuant to this Section, or documents embodying that information, shall be posted by the close of business on the next business day following the meeting, in the place where the meeting agendas of the body are posted.

The voters hereby adopt Section 409.13 (“Barriers to Attendance Prohibited”) of the City Charter:

- a. No Policy Body shall conduct any meeting, conference or other function in any facility that excludes persons on the basis of actual or presumed class identity or characteristics, or which is inaccessible to persons with physical disabilities, or where members of the public may not be present without making a payment or purchase. Whenever the City Council, or a Policy Body anticipates that the number of persons attending the meeting will exceed the legal capacity of the meeting room, any public address system used to amplify sound in the meeting room shall be extended by supplementary speakers to permit the overflow audience to listen to the proceedings in an adjacent room or passageway, unless such supplementary speakers would disrupt the operation of a City office.
- b. Each Policy Body shall provide sign language interpreters or note-takers at each regular meeting, provided that a request for such services is communicated to the secretary or clerk of the Policy Body at least 48 hours before the meeting, except for Monday meetings, for which the deadline shall be 4 p.m. of the last business day of the preceding week.
- c. Each Policy Body shall ensure that accessible seating for persons with disabilities, including those using wheelchairs, is made available for each regular and special meeting.

The voters hereby adopt Section 409.14 (“Video and Audio Recording”) of the City Charter:

- a. Any person attending an open and public meeting of a Policy Body shall have the right to record the proceedings with an audio or video recorder or a still or motion picture camera, or to broadcast the proceedings, in the absence of a reasonable finding of the Policy Body that the recording or broadcast cannot continue without such noise, illumination or obstruction of view as to constitute a persistent disruption of the proceedings.
- b. Each Policy Body shall audio record each regular and special meeting. Each such audio recording, and any audio or video recording of a meeting of any other Policy Body made at the direction of the Policy Body shall be a public record subject to inspection pursuant to the California Public Records Act (Government Code sections 7920.000 *et seq.*), and shall not be erased or destroyed. Inspection of any such recording shall be provided without charge on an appropriate play back device made available by the City.
- c. Every Policy Body shall audio or video every noticed regular meeting, special meeting, or hearing open to the public held in a Newport City Civic Center hearing room that is equipped with audio or video recording facilities, except to the extent that such facilities may not be available for technical or other reasons. Each such audio or video recording shall be a public record subject to inspection pursuant to the California Public Records Act (Government Code sections 7920.000 *et seq.*), and shall not be erased or destroyed. The City shall make such audio or video recording available in digital form at a centralized location on the City’s website (www.newportbeachca.gov) within 72

hours of the date of the meeting or hearing and for a period of at least two years after the date of the meeting or hearing. Inspection of any such recording shall also be provided without charge on an appropriate play back device made available by the City. This subsection (C) shall not be construed to limit or in any way modify the duties created by any other provision of this Section, including but not limited to the requirements for recording closed sessions as stated in Section 409.8 and for recording meetings of boards and commissions enumerated in the Charter as stated in subsection (b) above.

The voters hereby adopt Section 409.15 ("Public Testimony") of the City Charter:

- a. Every agenda for regular meetings shall provide an opportunity for members of the public to directly address a Policy Body on items of interest to the public that are within Policy Body's subject matter jurisdiction, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by Section 409.5.
- b. Every agenda for special meetings at which action is proposed to be taken on an item shall provide an opportunity for each member of the public to directly address the body concerning that item prior to action thereupon.
- c. A Policy Body may adopt reasonable regulations to ensure that the intent of Subdivisions (a) and (b) are carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Each Policy Body shall adopt a rule providing that each person wishing to speak on an item before the body at a regular or special meeting shall be permitted to be heard once for no less than three minutes. Time limits shall be applied uniformly to members of the public wishing to testify.
- d. A Policy Body shall not abridge or prohibit public criticism of the policy, procedures, programs or services of the City, or of any other aspect of its proposals or activities, or of the acts or omissions of the body, on the basis that the performance of one or more public employees is implicated, or on any basis other than reasonable time constraints adopted in regulations pursuant to Subdivision (c) of this Section.
- e. To facilitate public input, any agenda changes or continuances shall be announced by the presiding officer of a Policy Body at the beginning of a meeting, or as soon thereafter as the change or continuance becomes known to such presiding officer.

The voters hereby adopt Section 409.16 ("Minutes") of the City Charter:

- a. The clerk or secretary of the City Council, and the clerk, secretary or other representative of all Policy Bodies and commissions shall record the minutes for each regular and special meeting of such bodies. The minutes shall state the time the meeting was called to order, the names of the members attending the meeting, the roll call vote on each matter considered at the meeting, the time the meeting began and ended any closed session, the names of the members and the names, and titles where applicable,

of any other persons attending any closed session, a list of those members of the public who spoke on each matter if the speakers identified themselves, whether such speakers supported or opposed the matter, a brief summary of each person's statement during the public comment period for each agenda item, and the time the meeting was adjourned. Any person speaking during a public comment period may supply a brief written summary of their comments which shall, if no more than 150 words, be included in the minutes.

- b. The draft minutes of each meeting shall be made available on the City's website, and at a designated location for inspection and copying upon request, no later than five working days after the meeting. The officially adopted minutes shall be available for inspection and copying upon request no later than 10 working days after the meeting at which the minutes are adopted. Upon request, minutes required to be produced by this Section shall be made available in Braille or increased type size.

The voters hereby adopt Section 409.17 ("Public Comments by Members of Policy Bodies") of the City Charter:

Every member of a Policy Body retains the full constitutional rights of a citizen to comment publicly on the wisdom or propriety of government actions, including those of the Policy Body of which he or she is a member. Policy Bodies shall not sanction, reprove or deprive members of their rights as elected or appointed officials for expressing their judgments or opinions, including those which deal with the perceived inconsistency of non-public discussions, communications or actions with the requirements of State or Federal law or of this Sunshine Ordinance. The release of specific factual information made confidential by State or Federal law including, but not limited to, the privilege for confidential attorney-client communications, may be the basis for a request for injunctive or declaratory relief, of a complaint to the City Council seeking an accusation of misconduct, or both.

The voters hereby adopt Section 409.50 ("Process for Gaining Access to Public Records; Administrative Appeals") of the City Charter:

- a. Every person having custody of any public record or public information, as defined in this Sunshine Ordinance, (hereinafter referred to as a custodian of a public record) shall, at normal times and during normal and reasonable hours of operation, without unreasonable delay, and without requiring an appointment, permit the public record, or any segregable portion of a record, to be inspected and examined by any person and shall furnish one copy thereof upon payment of a reasonable copying charge, not to exceed the lesser of the actual cost or 10 cents (\$0.10) per page.
- b. A custodian of a public record shall, as soon as possible and within 10 days following receipt of a request for inspection or copy of a public record, comply with such request. Such request may be delivered to the office of the custodian by the requester orally or in writing by fax, postal delivery, or e-mail. If the custodian believes the record or information requested is not a public record or is exempt, the custodian shall justify withholding any record by demonstrating, in writing as soon as possible and within 10

days following receipt of a request, that the record in question is exempt under express provisions of this Sunshine Ordinance.

- c. A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request. A custodian of any public record, when not in possession of the record requested, shall assist a requester in directing a request to the proper office or staff person.
- d. If the custodian refuses, fails to comply, or incompletely complies with a request for records under this Section, the person making the request may petition the Supervisor of Records for a determination whether the record requested is public. The Supervisor of Records shall inform the petitioner, as soon as possible and within 10 days, of its determination whether the record requested, or any part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination by the Supervisor of Records that the record is public, the Supervisor of Records shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within five days, the Supervisor of Records shall notify the Sunshine Task Force, and district attorney or the attorney general who shall take whatever measures she or he deems necessary and appropriate to insure compliance with the provisions of this Sunshine Ordinance. The Supervisor of Records shall also have the right to investigate any failure to comply with the Sunshine Ordinance. The Supervisor of Records may implement disciplinary and/or remedial action against City officials and staff.
- e. If the custodian refuses, fails to comply, or incompletely complies with a request for records under this Section, or if a petition is denied or not acted on by the Supervisor of Records, the person making the request may petition the Sunshine Task Force for a determination whether the record requested is public. The Sunshine Task Force shall inform the petitioner, as soon as possible and within 2 days after its next meeting but in no case later than 45 days from when a petition in writing is received, of its determination whether the record requested, or any part of the record requested, is public. Where requested by the petition, and where otherwise desirable, this determination shall be in writing. Upon the determination that the record is public, the Sunshine Task Force shall immediately order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order within 5 days, the Sunshine Task Force shall notify the district attorney or the attorney general who may take whatever measures she or he deems necessary to insure compliance with the provisions of this Sunshine Ordinance. The City Council and the City Attorney's office shall provide sufficient staff and resources to allow the Sunshine Task Force to fulfill its duties under this provision. Where requested by the petition, the Sunshine Task Force may conduct a public hearing concerning the records

request denial. An authorized representative of the custodian of the public records requested shall attend any hearing and explain the basis for its decision to withhold the records requested.

- f. The administrative remedy provided under this Section shall in no way limit the availability of other administrative remedies provided to any person with respect to any officer or employee of any executive office, or Policy Body; nor shall the administrative remedy provided by this section in any way limit the availability of judicial remedies otherwise available to any person requesting a public record. If a custodian of a public record refuses or fails to comply with the request of any person for inspection or copy of a public record or with an administrative order under this Section, the superior court shall have jurisdiction to order compliance.
- g. In any court proceeding pursuant to this article there shall be a presumption that the record sought is public, and the burden shall be upon the custodian to prove with specificity the exemption which applies.
- h. On at least an annual basis, and as otherwise requested by the Sunshine Task Force, the Supervisor of Records shall prepare a tally and report of every petition brought before it for access to records since the time of its last tally and report. The report shall at least identify for each petition the record or records sought, the custodian of those records, the ruling of the Supervisor of Records, whether any ruling was overturned by a court and whether orders given to custodians of public records were followed. The report shall also summarize any court actions during that period regarding petitions the Supervisor of Records has decided. At the request of the Sunshine Task Force, the report shall also include copies of all rulings made by the Supervisor of Records and all opinions issued. All annual tallies and reports shall be made available on the City's website within ten days.
- i. The City Attorney Department shall act to protect and secure the rights of the people of Newport Beach to access public information and public meetings and shall not act as legal counsel for any city employee or any person having custody of any public record for purposes of denying access to the public. The City Attorney may publish legal opinions in response to a request from any person as to whether a record or information is public. All communications with the City Attorney's Office with regard to this Sunshine Ordinance, including petitions, requests for opinion, and opinions shall be public records, regardless of whether such communications include City employees or officials.
- j. Notwithstanding the provisions of this Section, the City Attorney may defend the City or a City employee in litigation under the Sunshine Ordinance that is actually filed in court to any extent required by the City Charter or California Law.
- k. Release of documentary public information, whether for inspection of the original or by providing a copy, shall be governed by the California Public Records Act (Government Code sections 7920.000 *et seq.*) in particulars not addressed by the

Sunshine Ordinance and in accordance with the enhanced disclosure requirements provided in this Sunshine Ordinance.

1. Inspection and copying of documentary public information stored in electronic form shall be made available to the person requesting the information in any form requested which is available to or easily generated by the City, its officers or employees, including disk, tape, printout or monitor at a charge no greater than the cost of the media on which it is duplicated. Inspection of documentary public information on a computer monitor need not be allowed where the information sought is necessarily and inseparably intertwined with information not subject to disclosure under this Sunshine Ordinance. Nothing in this Section shall require a Department to program or reprogram a computer to respond to a request for information or to release information where the release of that information would violate a licensing agreement or copyright law.

The voters hereby adopt Section 409.51 ("Release of Oral Public Information") of the City Charter:

Release of oral public information shall be accomplished as follows:

- a. Every Department head shall designate a person or persons knowledgeable about the affairs of the Department, to provide information, including oral information, to the public about the Department's operations, plans, policies and positions. The Department head may designate himself or herself for this assignment, but in any event shall arrange that an alternate be available for this function during the absence of the person assigned primary responsibility. If a Department has multiple bureaus or divisions, the Department may designate a person or persons for each bureau or division to provide this information.
- b. The role of the person or persons so designated shall be to provide information on as timely and responsive a basis as possible to those members of the public who are not requesting information from a specific person. This Section shall not be interpreted to curtail existing informal contacts between employees and members of the public when these contacts are occasional, acceptable to the employee and the Department, not disruptive of his or her operational duties and confined to accurate information not confidential by law.
- c. No employee shall be required to respond to an inquiry or inquiries from an individual if it would take the employee more than two hours to obtain the information responsive to the inquiry or inquiries.
- d. Public employees shall not be discouraged from or disciplined for the expression of their personal opinions on any matter of public concern while not on duty, so long as the opinion (1) is not represented as that of the Department and does not misrepresent the Department position; and (2) does not disrupt coworker relations, impair discipline or control by superiors, erode a close working relationship premised on personal loyalty and confidentiality, interfere with the employee's performance of his or her duties or obstruct the routine operation of the office in a manner that outweighs the employee's interests in expressing that opinion. In adopting this Subdivision, the City intends

merely to restate and affirm court decisions recognizing the First Amendment rights enjoyed by public employees. Nothing in this Section shall be construed to provide rights to City employees beyond those recognized by courts, now or in the future, under the First Amendment, or to create any new private cause of action or defense to disciplinary action.

- e. Notwithstanding any other provisions of the Sunshine Ordinance, public employees shall not be discouraged from or disciplined for disclosing any information that is public information or a public record to any journalist or any member of the public. Any public employee who is disciplined for disclosing public information or a public record shall have a cause of action against the City and the supervisor imposing the discipline.

The voters hereby adopt Section 409.52 ("Public Review File – Policy Body Communications") of the City Charter:

- a. The City Clerk and the clerk of each Department and commission shall maintain a file, accessible to any person during normal office hours, containing a copy of any letter, memorandum or other communication which the clerk has distributed to or received from a quorum of the Policy Body concerning a matter calendared by the body within the previous 30 days or likely to be calendared within the next 30 days, irrespective of subject matter, origin or recipient, except commercial solicitations, periodical publications or communications exempt from disclosure under the California Public Records Act (Government Code sections 7920.000, *et seq.*) and not deemed disclosable under Section 409.53 of the Sunshine Ordinance.
- b. Communications, as described in subsection (a), sent or received in the last three business days shall be maintained in chronological order in the office of the Department head or at a place nearby, clearly designated to the public. After documents have been on file for three full days, they may be removed, and, in the discretion of the board or commission, placed in a monthly chronological file.
- c. Multiple-page reports, studies or analyses which are accompanied by a letter or memorandum of transmittal need not be included in the file so long as the letter or memorandum of transmittal is included.

The voters hereby adopt Section 409.53 ("Public Information That Must Be Disclosed") of the City Charter:

Notwithstanding the City Council's and Department's legal discretion to withhold certain information under the California Public Records Act, the following policies shall govern specific types of documents and information and shall provide enhanced rights of public access to information and records:

- a. Neither the City nor any office, official, employee, or agent thereof may assert as the basis for withholding any documents or information requested under the Sunshine Ordinance, or the California Public Records Act (Gov. Code section 7922.000 *et seq.*) or

any similar provision authorizing the withholding of any document or information based on a finding or showing that the public interest in withholding the information outweighs the public interest in disclosure.

- b. Neither the City nor any office, employee, or agent thereof may assert an exemption for withholding for any document or information based on a “deliberative process” exemption, either as provided by California Public Records Act Section 7922.000 or any other provision of law that does not prohibit disclosure.
- c. All withholdings of documents or information must be based on an express provision of this Sunshine Ordinance providing for withholding of the specific type of information in question or on an express and specific exemption provided by California Public Records Act that is not forbidden by this Sunshine Ordinance.
- d. Drafts and Memoranda.

(1) Except as provided in subparagraph (2) below, no preliminary draft or Policy Body memorandum, whether in printed or electronic form, shall be exempt from disclosure under Government Code Section 7927.500 or any other provision of the California Public Records Act. If such a document is not normally kept on file and would otherwise be disposed of, its factual content is not exempt under Government Code Section 7927.500. Only the recommendation of the author may, in such circumstances, be withheld as exempt.

(2) Draft versions of an agreement being negotiated by representatives of the City with some other party need not be disclosed immediately upon creation but must be preserved and made available for public review for 10 days prior to the presentation of the agreement for approval by a Policy Body, unless the Policy Body finds that and articulates how the public interest would be unavoidably and substantially harmed by compliance with this 10 day rule, provided that Policy Body as used in this Subdivision does not include committees. In the case of negotiations for a contract, lease or other business agreement in which an agency of the City is offering to provide facilities or services in direct competition with other public or private entities that are not required by law to make their competing proposals public or do not in fact make their proposals public, the Policy Body may postpone public access to the final draft agreement until it is presented to it for approval.

- e. Litigation Material.

(1) Notwithstanding any exemptions otherwise provided by law, the following are public records subject to disclosure under this Sunshine Ordinance:

- (i) A pre-litigation claim against the City;

(ii) A record previously received or created by a Policy Body in the ordinary course of business that was not attorney/client privileged when it was previously received or created; and

(iii) Advice on compliance with, analysis of, an opinion concerning liability under, or any communication otherwise concerning the California Public Records Act, the Ralph M. Brown Act, the Political Reform Act, the City Charter, the City of Newport Beach Municipal Code, or this Sunshine Ordinance.

(2) Unless otherwise privileged under California law, when litigation is finally adjudicated or otherwise settled, records of all communications between the Policy Body and the adverse party shall be subject to immediate disclosure, including the text and terms of any settlement.

f. Personnel Information.

None of the following shall be exempt from disclosure under Government Code Section 7927.400 to Government Code Section 7927.430, or any other provision of California Law where disclosure is not forbidden:

(1) The job pool characteristics and employment and education histories of all successful job applicants, including at a minimum the following information as to each successful job applicant:

(i) Sex, age and ethnic group;

(ii) Years of graduate and undergraduate study, degree(s) and major or discipline;

(iii) Years of employment in the private and/or public sector; and

(iv) Whether currently employed in the same position for another public agency.

(v) Other non-identifying particulars as to experience, credentials, aptitudes, training or education entered in or attached to a standard employment application form used for the position in question.

(2) The professional biography or curriculum vitae of any employee, provided that the home address, home telephone number, social security number, age, and marital status of the employee shall be redacted.

(3) The job description of every employment classification.

(4) The exact gross salary and City-paid benefits available to every employee.

(5) Any memorandum of understanding between the City or Department and a recognized employee organization.

(6) The amount, basis, and recipient of any performance-based increase in compensation, benefits, or both, or any other bonus, awarded to any employee, which shall be announced during the open session of a Policy Body at which the award is approved.

(7) The record of any confirmed misconduct of a public employee involving personal dishonesty, misappropriation of public funds, resources or benefits, unlawful discrimination against another on the basis of status, abuse of authority, or violence, and of any discipline imposed for such misconduct.

g. Law Enforcement Information.

The Chief of Police and City Attorney are encouraged to cooperate with the press and other members of the public in allowing access to local records pertaining to investigations, arrests, and other law enforcement activity. However, no provision of the Sunshine Ordinance is intended to abrogate or interfere with the constitutional and statutory power and duties of any district attorney, sheriff, police officer or other applicable State law or judicial decision. Records pertaining to any investigation, arrest or other law enforcement activity shall be disclosed to the public once the district attorney or court determines that a prosecution will not be sought against the subject involved, or once the statute of limitations for filing charges has expired, whichever occurs first. Notwithstanding the occurrence of any such event, individual items of information in the following categories may be segregated and withheld if, on the particular facts, the public interest in nondisclosure clearly and substantially outweighs the public interest in disclosure:

(1) The names of juvenile witnesses (whose identities may nevertheless be indicated by substituting a number or alphabetical letter for each individual interviewed);

(2) Personal or otherwise private information related to or unrelated to the investigation if disclosure would constitute an unwarranted invasion of privacy;

(3) The identity of a confidential source;

(4) Secret investigative techniques or procedures;

(5) Information whose disclosure would endanger law enforcement personnel;
or

(6) Information whose disclosure would endanger the successful completion of an investigation where the prospect of enforcement proceedings is concrete and definite.

This Subdivision shall not exempt from disclosure any portion of any record of a concluded inspection or enforcement action by an officer or Policy Body responsible for regulatory protection of the public health, safety, or welfare.

h. Contracts, Bids and Proposals.

(1) Contracts, contractors' bids, responses to requests for proposals and all other records of communications between a Policy Body and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded and for no less than two years after the contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All bidders and contractors shall be advised that information provided which is covered by this Subdivision will be made available to the public upon request. Immediately after any review or evaluation or rating of responses to a Request for Proposal ("RFP") has been completed, evaluation forms and score sheets and any other documents used by persons in the RFP evaluation or contractor selection process shall be available for public inspection and for no less than two years. The names of scorers, graders or evaluators, along with their individual ratings, comments, and score sheets or comments on related documents, shall be made immediately available after the review or evaluation of a RFP has been completed and for no less than two years.

(2) All documents exchanged and related to the position of the parties, including draft contracts, shall be made available for public inspection and copying upon request for no less than two years if they relate to negotiations for:

- (i) personal, professional, or other contractual services not subject to a competitive process or where such a process has arrived at a stage where there is only one qualified or responsive bidder;
- (ii) leases or permits having total anticipated revenue or expense to the City of Newport of five hundred thousand dollars (\$500,000) or more or having a term of 10 years or more; or
- (iii) any franchise agreements.

In the event that no records are prepared or exchanged during negotiations in the above-mentioned categories, or the records exchanged do not provide a meaningful representation of the respective positions, the City Attorney or City representative familiar with the negotiations shall, upon a written request by a member of the public, prepare written summaries of the respective positions within five working days following the final day of negotiation of any given week. The summaries will be available for public inspection and copying. Upon completion of negotiations, the executed contract, including the dollar amount of said contract, shall be made available for inspection and copying. At the end of

each fiscal year, each Department shall provide to the City Attorney a list of all sole source contracts entered into during the past fiscal year. This list shall be made available for inspection and copying as provided for elsewhere in the City Charter.

- i. Budgets and Other Financial Information. Budgets, whether tentative, proposed or adopted, for the City or any Departments, programs, projects or other categories, and all bills, claims, invoices, vouchers or other records of payment obligations as well as records of actual disbursements showing the amount paid, the payee and the purpose for which payment is made, other than payments for social or other services whose records are confidential by law, shall not be exempt from disclosure under any circumstances.

The voters hereby adopt Section 409.54 ("Immediacy of Response") of the City Charter:

- a. Notwithstanding the 10 day period for response to a request permitted in Government Code Section 7922.535 and in this Section, a written request for information described in any category of non-exempt public information shall be satisfied no later than the five business days following the day of the request. This deadline shall apply only if the words "Immediate Disclosure Request" are placed across the top of the request and on the envelope, subject line, or cover sheet in which the request is transmitted. Maximum deadlines provided in this article are appropriate for more extensive or demanding requests, but shall not be used to delay fulfilling a simple, routine or otherwise readily answerable request.
- b. If the voluminous nature of the information requested, its location in a remote storage facility or the need to consult with another interested Department warrants an extension of 10 days as provided in Government Code Section 7922.535, the requester shall be notified as required by the close of business on the business day following the request. Any such notification shall identify with specificity the steps taken to identify the volume of responsive records, including any search parameters used to identify the volume of records and the record custodians who performed any such search, and briefly explain why it would not be possible to review the identified records without an extension. For the purposes of this Section, unusual circumstances shall not include consider any ordinary business activities of the City or any Department or division holding responsive records.
- c. The person seeking the information need not state his or her reason for making the request or the use to which the information will be put, and requesters shall not be asked to make such a disclosure. Where a record being requested contains information which is exempt from disclosure under the California Public Records Act and this Section, however, the City Attorney or custodian of the record may inform the requester of the nature and extent of the non-exempt information and inquire as to the requester's purpose for seeking it, in order to suggest alternative sources for the information which may involve less redaction or to otherwise prepare a response to the request.

- d. Notwithstanding any provisions of California Law or the Sunshine Ordinance, in response to a request for information describing any category of non-exempt public information, when so requested, the City of Newport Beach shall produce any and all responsive public records as soon as reasonably possible on an incremental or "rolling" basis such that responsive records are produced as soon as possible by the end of the same business day that they are reviewed and collected. This Section is intended to prohibit the withholding of public records that are responsive to a records request until all potentially responsive documents have been reviewed and collected. Failure to comply with this provision is a violation of the Sunshine Ordinance.

The voters hereby adopt Section 409.55 ("Withholding Kept to a Minimum") of the City Charter:

No record shall be withheld from disclosure in its entirety unless all information contained in it is exempt from disclosure under express provisions of this Sunshine Ordinance, the California Public Records Act, or of some other statute. Information that is exempt from disclosure shall be masked, deleted or otherwise segregated in order that the nonexempt portion of a requested record may be released, and keyed by footnote or other clear reference to the appropriate justification for withholding required by Section 409.56. This work shall be done personally by the attorney or other staff member conducting the exemption review. The work of responding to a public-records request and preparing documents for disclosure shall be considered part of the regular work duties of any City of Newport Beach employee, and no fee shall be charged to the requester to cover the personnel costs of responding to a records request.

The voters hereby adopt Section 409.56 ("Justification of Withholding") of the City Charter:

Any withholding of information shall be justified, on a document-by-document basis, in writing and memorialized in a log to facilitate review by a requester, as follows:

- a. A withholding under a specific permissive exemption in the California Public Records Act or elsewhere, which permissive exemption is not forbidden to be asserted under the Sunshine Ordinance, shall cite that authority.
- b. A withholding on the basis that disclosure is prohibited by law shall cite the specific statutory authority in the Public Records Act or elsewhere.
- c. A withholding on the basis that disclosure would incur civil or criminal liability shall cite any specific statutory or case law, or any other public agency's litigation experience, supporting that position.
- d. When a record being requested contains information, most of which is exempt from disclosure under the California Public Records Act and the Sunshine Ordinance, the custodian shall inform the requester of the nature and extent of the nonexempt information and suggest alternative sources for the information requested, if available.

The voters hereby adopt Section 409.57 ("Index to Records") of the City Charter:

The City of Newport Beach shall prepare a public records index that identifies the types of information and documents maintained by the City Council, Departments, and elected officials. The index shall be for the use of City officials, staff and the general public, and shall be organized to permit a general understanding of the types of information maintained, by which officials and Departments, for which purposes and for what periods of retention, and under what manner of organization for accessing, *e.g.*, by reference to a name, a date, a proceeding or project, or some other referencing system. The index need not be in such detail as to identify files or records concerning a specific person, transaction or other event, but shall clearly indicate where and how records of that type are kept. Any such master index shall be reviewed by appropriate staff for accuracy and presented for formal adoption to the administrative official or Policy Body responsible for the indexed records. The City Manager shall be responsible for the preparation of this records index. The City Manager shall report on the progress of the index to the Sunshine Task Force on at least a semi-annual basis until the index is completed. Each Department and public official shall cooperate with the City Manager to identify the types of records it maintains, including those documents created by the entity and those documents received in the ordinary course of business and the types of requests that are regularly received. Each Department and elected official is encouraged to solicit and encourage public participation to develop a meaningful records index. The index shall clearly and meaningfully describe, with as much specificity as practicable, the individual types of records that are prepared or maintained by each Department or public official of the City of Newport Beach. The index shall be sufficient to aid the public in making an inquiry or a request to inspect. Any changes in the Departments or elected officials practices or procedures affecting the accuracy of the information provided to the City Manager shall be recorded by the City Manager on no less than an annual basis so as to maintain the integrity and accuracy of the index. The index shall be continuously maintained on the City of Newport Beach's website and made available at a public library within the City of Newport Beach.

The voters hereby adopt Section 409.58 ("Records Survive Transition of Officials") of the City Charter:

All documents prepared, received, or maintained by the City Council, by any elected City official, and by the head of any Department are the property of the City of Newport Beach. The originals of these documents shall be maintained consistent with the records retention policies of the City.

The voters hereby adopt Section 409.59 ("Internet Access, Minimum Standards") of the City Charter:

Each Department shall make publicly available through its website or the City's website, as much information and as many documents as possible concerning its activities. At a minimum, within six months after enactment of this Section, each Department shall post on its website all meeting notices required under the Sunshine Ordinance, agendas and the minutes of all previous meetings of any of their Policy Bodies for the last three years. Notices and agendas shall be posted no later than the time that the Department otherwise distributes this information to the public, allowing reasonable time for posting. Minutes of meetings shall be posted as soon as possible, but in any event within 10 days after they

have been approved. Each Department shall make reasonable efforts to ensure that its website or any portion of the City's website that it uses to post materials is regularly reviewed for timeliness and updated on at least a weekly basis.

The voters hereby adopt Section 409.60 ("Lobbyist on Behalf of the City") of the City Charter:

- a. Any lobbyist who contracts for economic consideration with the City of Newport Beach to represent the City of Newport Beach in matters before any local, regional, State, or federal administrative or legislative body shall file a public records report of their activities on a quarterly basis with the Sunshine Task Force. This report shall be maintained by the Sunshine Task Force and not be exempt from disclosure. Each quarterly report shall identify all financial expenditures exceeding two hundred dollars (\$200) by the lobbyist, the individual or entity to whom each expenditure was made, the date the expenditure was made, and specifically identify the local, State, regional or national legislative or administrative action the lobbyist supported or opposed in making the expenditure. The failure to file a quarterly report with the required disclosures shall be a violation of this Sunshine Ordinance. The City shall promptly terminate any lobbyist who fails to timely file two consecutive quarterly reports.
- b. No person shall be deemed a lobbyist under section (a), unless that person receives or becomes entitled to receive at least two thousand dollars (\$2,000) total compensation in any month for influencing legislative or administrative action on behalf of the City of Newport Beach, or within two consecutive months has at least 25 separate contacts with local, State, regional or national officials for the purpose of influencing legislative or administrative action on behalf of the City of Newport Beach. No business or organization shall be deemed as a lobbyist under Section (a) unless it compensates its employees or members for their lobbying activities on behalf of the City of Newport Beach, and the compensated employees or members have at least 25 separate contacts with local, State, regional or national officials for the purpose of influencing legislative or administrative action within any two consecutive months. "Total compensation" shall be calculated by combining all compensation received from the City of Newport Beach during the month for lobbying activities on matters at the local, State, regional or national level. "Total number of contacts" shall be calculated by combining all contacts made during the two-month period on behalf of the City of Newport Beach for all lobbying activities on matters at the local, state, regional or national level.
- c. Funds of the City of Newport Beach, including organizational dues, shall not be used to support any lobbying efforts to restrict public access to records, information, or meetings, except where such effort is solely for the purpose of protecting the identity and privacy rights of private citizens.

The voters hereby adopt Section 409.61 ("Calendars of Certain Officials") of the City Charter:

- a. The Mayor, City Attorney, the City Council, and every chief executive or head of every Department shall keep or cause to be kept a daily calendar wherein is recorded the time and place of each meeting or event attended by that official, either in person or by teleconference or other electronic means, with the exclusion of purely personal or social

events at which no City business is discussed and that do not take place at City of Newport Beach officers or at the offices or residences of people who do business with or are otherwise substantially financially affected by actions of the City of Newport Beach. For meetings not otherwise publicly recorded, the calendar shall include a general statement of issues discussed. Such calendars shall be public records and shall be available to any requester three business days subsequent to the calendar entry date.

- b. For meetings or events with ten or fewer attendees, the calendar shall also identify the individual(s) present and organization(s) represented at the meeting or event if known by the official, unless the official is aware that the information would reveal the identity of a confidential whistleblower, would disclose the attendance of members or representatives of a labor organization at a meeting to discuss matters within the scope of representation, as that term is defined in California Government Code Section 3504, would reveal personnel information not subject to disclosure, or is otherwise exempt from disclosure under State and local law. For the purpose of calculating the total number of attendees at a meeting or event an official shall not include himself or herself.
- c. The obligations imposed under subsection (b), and the obligations imposed upon under subsection (a), shall not apply to meetings or events where City of Newport Beach business is discussed only incidentally; to unplanned, casual conversations with residents; to campaign-related meetings, events, and appearances; or to meetings or events where all attendees are employees or officers in the official's Department, which for members of the City Council shall mean that all attendees are members of the City Council, legislative aides, or employees of the City Clerk. Officials are not in violation of subsections (b), and members of the City Council are not in violation of subsection (b), if they can demonstrate a good faith effort to comply with their obligations thereunder.

The voters hereby adopt Section 409.62 ("Sources of Outside Funding") of the City Charter:

No official or employee or agent of the City of Newport Beach shall accept, allow to be collected, or direct or influence the spending of, any money, or any goods or services worth more than two thousand dollars (\$2,000) in aggregate, for the purpose of carrying out or assisting any City of Newport Beach function unless the amount and source of all such funds is disclosed as a public record and made available on the website for the Department to which the funds are directed or the City's website. When such funds are provided or managed by an entity, and not an individual, that entity must agree in writing to abide by the Sunshine Ordinance before providing or managing such funds. The disclosure shall include the names of all individuals or organizations contributing such money and a statement as to any financial interest the contributor has involving the City of Newport Beach.

The voters hereby adopt Section 409.63 ("Correspondence and Records Shall Be Maintained") of the City Charter:

- a. The Mayor and all heads of every Department shall maintain and preserve in a professional and businesslike manner all documents and correspondence, including but not limited to letters, e-mails, drafts, memorandum, invoices, reports and proposals, and shall disclose all such records in accordance with this Sunshine Ordinance.
- b. The City Clerk (or the Orange County Registrar of Voters, if accessible to the City Clerk) shall keep and preserve all records and invoices relating to the design and printing of ballots and other election materials and shall keep and preserve records documenting who had custody of ballots from the time ballots are cast until ballots are received and certified by the City Clerk or Orange County Registrar of Voters.
- c. In any contract, agreement or permit between the City of Newport Beach and any outside entity that authorizes that entity to demand any funds or fees from citizens, the City of Newport Beach shall ensure that accurate records of each transaction are maintained in a professional and businesslike manner and are available to the public as public records under the provisions of this Sunshine Ordinance. Failure of an entity to comply with these provisions shall be grounds for terminating the contract or for imposing a financial penalty equal to one-half of the fees derived under the agreement or permit during the period of time when the failure was in effect. Failure of any Department under this provision shall be a violation of this Sunshine Ordinance. This paragraph shall apply to any agreement allowing an entity to tow or impound vehicles in Newport Beach and shall apply to any agreement allowing an entity to collect any fee from any persons in any pretrial diversion program.

The voters hereby adopt Section 409.70 ("Sunshine Task Force") of the City Charter:

- a. There is hereby established a task force to be known as the Sunshine Task Force consisting of five voting members appointed by the City Attorney ("**Sunshine Task Force**"). All members must have experience and/or demonstrated interest in the issues of citizen access and participation in local government. One member must be an attorney who has graduated from a law school accredited by the American Bar Association and who is, or was, licensed to practice to law in the State of California. One member shall be a member of the public experienced in consumer advocacy and/or civil liberties. The Sunshine Task Force may have no more than one City Council member as a member, but shall not be required to have any City Council member as a member.
- b. The City Attorney shall serve as legal advisor to the Sunshine Task Force. The Sunshine Task Force shall, at its request, have assigned to it an attorney from within the City Attorney's Office, who is experienced in public access law matters. This attorney shall serve solely as a legal advisor and advocate to the Sunshine Task Force and an ethical wall will be maintained between the work of this attorney on behalf of the Sunshine Task Force and any person or City office that the Sunshine Task Force determines may have a conflict of interest with regard to the matters being handled by the attorney.

- c. The term of each appointive member shall be three years unless earlier removed by the City Attorney. In the event of such removal or in the event a vacancy otherwise occurs during the term of office of any appointive member, a successor shall be appointed for the unexpired term of the office vacated in a manner similar to that described herein for the initial members. The Sunshine Task Force shall elect a chair from among its appointive members. The term of office as chair of the Sunshine Task Force shall be two years. Members of the Sunshine Task Force shall serve without compensation.
- d. The Sunshine Task Force shall advise the City Council and provide information to other Departments on appropriate ways in which to implement this chapter. The Sunshine Task Force shall develop appropriate goals to ensure practical and timely implementation of this Section. The Sunshine Task Force may propose to the City Council amendments to this Section. The Sunshine Task Force shall report to the City Council at least once annually on any practical or policy problems encountered in the administration of this Section. The Sunshine Task Force shall receive and review the annual report of the Supervisor of Records and may request additional reports or information as it deems necessary. The Sunshine Task Force shall make referrals to the City Attorney or any other governmental office with enforcement power under the Sunshine Ordinance, the California Public Records Act, or the Brown Act, whenever it concludes that any person has violated any provisions of the Sunshine Ordinance or the Acts. The Sunshine Task Force shall, from time to time as it sees fit, issue public reports evaluating compliance with this ordinance and related California laws by the City or any Policy Body.
- e. In addition to the powers specified above, the Sunshine Task Force shall possess such powers as City Council may confer upon it by ordinance or as the People of Newport Beach shall confer upon it by initiative.
- f. The Sunshine Task Force shall approve by-laws specifying a general schedule for meetings, requirements for attendance by Sunshine Task Force members, and procedures and criteria for removing members for non-attendance.

The voters hereby adopt Section 409.71 ("Responsibility for Administration") of the City Charter:

The City Attorney, with advice of the City Council, shall administer and coordinate the implementation of all provisions for the Sunshine Ordinance for all Policy Bodies and any other bodies under its control. Elected officers or, in the absence of any elected officers, the most senior appointive officer, shall administer and coordinate the implementation of the provisions of this chapter for Policy Bodies and any other bodies under their respective control.

The voters hereby adopt Section 409.72 ("Provisions of Services to Other Agencies; Sunshine Required") of the City Charter:

It is the policy of the City of Newport Beach to ensure opportunities for informed civic participation embodied in the Sunshine Ordinance to all local, state, regional and federal agencies and institutions with which it maintains continuing legal and political

relationships. Officers, agents and other representatives of the City of Newport Beach shall continually, consistently and assertively work to seek commitments to enact open meetings, public information and citizen comment policies by these agencies and institutions.

The City of Newport Beach shall give no subsidy in money, tax abatements, land, or services to any private entity unless that private entity agrees in writing to provide the City with financial projections (including profit and loss figures), and annual audited financial statements for the project thereafter, for the project upon which the subsidy is based and all such projections and financial statements shall be public records that must be disclosed.

The voters hereby adopt Section 409.73 ("Department Head Declaration") of the City Charter:

All Department heads shall sign an annual affidavit or declaration stating under penalty of perjury that they have read the Sunshine Ordinance and have attended or will attend when next offered, a training session on the Sunshine Ordinance, to be held at least once annually. The affidavit or declarations shall be maintained by the City Manager and shall be available as a public record. Annual training shall be provided by the City Attorney's Office with the assistance of the Sunshine Task Force.

The voters hereby adopt Section 409.74 ("Willful Failure Shall Be Official Misconduct") of the City Charter:

The willful failure of any elected official, Policy Body head, or other managerial City employee to discharge any duties imposed by the Sunshine Ordinance, the Brown Act or the Public Records Act shall be deemed official misconduct. Complaints involving allegations of willful violations of this Sunshine Ordinance, the Brown Act or the Public Records Act by elected officials or any Policy Body heads of the City of Newport Beach shall be reported both to the Sunshine Task Force and the City Attorney. To the extent permitted by State law, the City Attorney shall have the right to establish processes for investigation and disciplinary processes to address potential and actual violations of the Sunshine Ordinance, California Public Records Act, the Ralph M. Brown Act, and/or Political Reform Act.

The voters hereby adopt Section 409.75 ("Enforcement Provisions") of the City Charter:

- a. Any person may institute proceedings for injunctive relief, declaratory relief, or writ of mandate in any court of competent jurisdiction to enforce his or her right to inspect or to receive a copy of any public record or class of public records under this Sunshine Ordinance or to enforce his or her right to attend any meeting required under this Sunshine Ordinance to be open, or to compel such meeting to be open.
- b. A court shall award costs and reasonable attorneys' fees to the plaintiff who is the prevailing party in an action brought to enforce this Sunshine Ordinance.
- c. If a court finds that an action filed pursuant to this Section is frivolous, the City Attorney may assert its rights to be paid its reasonable attorneys' fees and costs.

- d. Any person or entity may institute proceedings for enforcement and penalties under this act in any court of competent jurisdiction.

The voters hereby adopt Section 409.76 ("Enforcement Provisions") of the City Charter:

The provisions of this Sunshine Ordinance supersede other local laws. Whenever a conflict in local law is identified, the requirement which would result in greater or more expedited public access to public information shall apply.

Section 4. Implementation of this Initiative.

A. This Initiative is considered adopted and effective upon the earliest date legally possible after the elections official certifies the vote on the Initiative by the voters of the City (the "**Effective Date**"). Upon the Effective Date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any administrative steps necessary to update any and all City ordinances, codes, maps, figures, and any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.

B. Upon the Effective Date of this Initiative, the provisions of Section 3 of this Initiative are hereby inserted into the City Charter as set forth above. The City may reorganize, renumber, and/or reformat the City Charter and City of Newport Beach Municipal Code to incorporate Section 3 of this Initiative, provided that the full text of each provision is inserted into the City Charter without alteration.

C. The City Charter and City of Newport Beach Municipal Code in effect on the date of filing of the Notice of Intention to Circulate Petition ("**Filing Date**"), and the City Charter and City of Newport Beach Municipal Code as amended by this Initiative, comprise an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City Charter and City of Newport Beach Municipal Code and other City policies and plans remain an integrated, internally consistent, and compatible statement of policies for the City, any provision of the City Charter or City of Newport Beach Municipal Code that is adopted between the Filing Date and the Effective Date of the City Charter amendment adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with or would diminish, render invalid, defeat, or impair the City Charter amendment adopted by this Initiative, be amended as soon as possible and in the manner and time required by applicable law to ensure consistency with this Initiative.

Section 5. Effect of Other Measures on the Same Ballot.

If this Initiative and another measure on the same subject matter appear on the same ballot, and a majority of the voters vote in favor of both measures but this Initiative receives more votes than the other measure, this Initiative alone shall become valid, binding and adopted in its entirety, and the other measure shall be null and void in its entirety. If a majority of the voters

vote in favor of both measures but this Initiative receives less votes than the other measure, only those provisions of the other measure that are in direct and irreconcilable conflict with the provisions of this Initiative shall control, and all other provisions of this Initiative shall become valid, binding and adopted. The voters expressly declare this to be their intent, regardless of any contrary language in any other ballot measure.

Section 6. Interpretation, Severability, and Legal Defense.

A. This Initiative must be interpreted so as to be consistent with all federal and State laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, parts, or portions are found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application. If there is any conflict between this Initiative and other applicable law, this Initiative shall control, to the extent consistent with applicable law.

B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of Newport Beach indicate our strong desire that: (i) the Newport Beach City Council use its best efforts to sustain and re-enact that portion, and (ii) the Newport Beach City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with this Initiative.

C. This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

D. The People of the City of Newport Beach desire that this amendment to the City Charter, if approved by the voters and thereafter challenged in court, be defended by the City. The People, by approving this City Charter amendment, hereby declare that the proponent(s) of this City Charter amendment have a direct and personal stake in defending it from constitutional or statutory challenges to its validity or implementation. In the event the City fails to defend this City Charter amendment, or the City fails to appeal an adverse judgment against its constitutionality, statutory permissibility or implementation, in whole or in part, in any court of law, the proponents shall be entitled to assert their direct personal stake by defending its validity and implementation in any court of law, shall be empowered by the People through this measure to act as agents of the People, and shall be entitled to recover reasonable attorney's fees from

the City of Newport Beach.

Section 7. Amendment or Repeal.

The City Charter as amended and adopted by Section 3 of this Initiative can be amended or repealed only by a majority of the voters of the City voting in an election held in accordance with applicable State and City law. For the avoidance of doubt, this Section only limits the power to amend the City Charter provisions as amended and adopted by Section 3 and does not limit the power of the City to amend or repeal other portions of the City Charter or City of Newport Beach Municipal Code in a manner that is consistent with this Initiative and other applicable law.

Section 8. Judicial Enforcement.

Any aggrieved person shall have the right to bring an action to enjoin any violation of this Initiative or to enforce the duties imposed on the City by this Initiative. The proponents of this Initiative may defend the provisions of this Initiative in any litigation brought to challenge the Initiative. Any member of the public who prevails in a lawsuit to enforce any portion of this Initiative shall be entitled to recover reasonably incurred legal fees and costs.

STATE OF CALIFORNIA }
COUNTY OF ORANGE }
CITY OF NEWPORT BEACH } ss.

I, Lena Shumway, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing Resolution No. 2026-81 was duly adopted by the City Council of said City at a regular meeting held on the 11th day of September, 2026, by the following vote, to wit:

AYES: Mayor Lauren Kleiman, Mayor Pro Tem Noah Blom, Councilmember Michelle Barto, Councilmember Robyn Grant, Councilmember Joe Stapleton Councilmember Sara J. Weber, Councilmember Erik Weigand

NAYS: None

RECUSED: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 11th day of September, 2026.



Lena Shumway
City Clerk
City of Newport Beach, California

RESOLUTION NO. 2026-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, REQUESTING THAT THE COUNTY OF ORANGE AND THE ORANGE COUNTY REGISTRAR OF VOTERS PROVIDE SPECIFIED ELECTION RECORDS, INFORMATION, SERVICES, ACCESS, AND COORDINATION NECESSARY TO CONDUCT THE CITY'S NOVEMBER 3, 2026, STANDALONE SPECIAL MUNICIPAL ELECTION

WHEREAS, the City of Newport Beach ("City") will conduct a separate, standalone special municipal election on November 3, 2026 ("Special Municipal Election"), for the purpose of submitting three City initiative measures to the qualified voters of the City;

WHEREAS, the Special Municipal Election will be administered under the authority and supervision of the City Clerk, as the City's elections official, with the assistance of qualified election consultants, vendors, temporary election personnel, and other people authorized by the City;

WHEREAS, the Special Municipal Election will be separate and distinct from the election being administered by the Orange County Registrar of Voters ("Registrar") on November 3, 2026, and the City intends to perform or arrange for the performance of ballot preparation, ballot production, ballot issuance and mailing, ballot processing, voting-system equipment, tabulation, canvass, and general election administration for the Special Municipal Election;

WHEREAS, although the City will administer the Special Municipal Election separately, the City does not independently possess or maintain all voter-registration records, voter signature records, military and overseas voter information, continuing voter-registration updates, confidential-voter information, and other election information necessary to administer the Special Municipal Election;

WHEREAS, certain records, information, systems, access, and coordination necessary for the accurate and lawful administration of the Special Municipal Election are maintained or controlled by the County of Orange ("County") and the Registrar and cannot be independently created or reliably replicated by the City, its election consultant, or its election vendors;

WHEREAS, the City requires current and continuing voter-registration information to identify the qualified electors entitled to vote in the Special Municipal Election and to account for registrations, cancellations, address changes, status changes, and other voter-record changes occurring before and during the election;

WHEREAS, the City requires current military and overseas voter information, including voter status and applicable ballot-delivery information, to timely prepare and issue ballots and election materials to eligible military and overseas voters;

WHEREAS, the City's administration of the Special Municipal Election also requires lawful access by City-authorized election personnel to voter signature records and other qualifying signed election records necessary to perform ballot signature verification, additional review, and signature-curing functions;

WHEREAS, a voter-registration file alone does not provide the City with the signature-record access necessary to perform those functions, and the City therefore requires an operational means of obtaining lawful and secure access to the applicable signature records throughout ballot processing and canvass;

WHEREAS, additional coordination with the Registrar may be necessary concerning confidential and protected voters, conditional or provisional registration and voting, replacement and superseded ballots, misdirected ballots and election documents, voter participation records, voter-file corrections, and other matters that may arise because the City and County will be conducting separate elections involving the same City electorate on November 3, 2026;

WHEREAS, California Elections Code Section 10002 authorizes the governing body of a city, by resolution, to request that the county board of supervisors permit the county elections official to render specified services to the city relating to the conduct of an election, subject to approval by the board of supervisors;

WHEREAS, the City Council desires to request each service, record, information source, access method, and form of coordination described in Exhibit "A" separately so that the County's ability or inability to provide one requested item does not delay the provision of another item that is otherwise available;

WHEREAS, the City further desires that the County identify which requested items may be provided under existing authority, which require approval by the County Board of Supervisors, the earliest date upon which each requested item can be implemented, any prerequisite or condition to implementation, and any lawful alternative that may be available if the particular method requested by the City cannot be provided; and

WHEREAS, nothing in this Resolution is intended to limit or waive the City's ability to obtain voter-registration records, election records, or other information to which the City Clerk or other authorized City representatives may otherwise be entitled under applicable law independent of the discretionary election services requested herein.

NOW, THEREFORE, the City Council of the City of Newport Beach, California, does resolve, declare, determine and order as follows:

Section 1: Pursuant to California Elections Code Section 10002, the City Council hereby requests that the County of Orange, and the Orange County Board of Supervisors, permit the Orange County Registrar of Voters, as the County's election official, to render to the City the specified services relating to the conduct of the November 3, 2026, standalone Special Municipal Election that are identified in Exhibit "A," attached hereto and incorporated herein by this reference, to assist the City in conducting its November 3, 2026, Special Municipal Election.

Section 2: Each item identified in Exhibit "A" is requested separately and independently. The City requests that the availability, authorization, implementation, or delivery of any requested item not be delayed solely because another requested item cannot be provided, requires separate authorization, or remains under consideration. To the extent only a portion of the requested service or category can lawfully or operationally be provided, the City requests that the available portion be provided without delay.

Section 3: Except as specifically identified in Exhibit "A," the City is not requesting that the County or Registrar conduct the Special Municipal Election on the City's behalf. The City presently intends to provide or arrange for its own election personnel, consultants, vendors, ballot production, ballot issuance and mailing, voting systems and equipment, ballot processing, tabulation, canvass, and general election administration. The requests contained in this Resolution are intended to obtain those County-controlled records, information, access, services, and coordination necessary to enable the City to perform those functions.

Section 4: Nothing in this Resolution shall be interpreted to condition, limit, delay, or waive the City Clerk's ability to request or obtain voter-registration information, voter records, or other election information available to the City or its elections official under applicable law independent of the County services requested by this Resolution.

Section 5: The City Clerk is authorized to identify and designate City employees, election consultants, vendors, temporary election personnel, and other qualified persons as authorized City representatives for purposes of receiving, accessing, processing, and using County-provided election information to the extent permitted by applicable law. The City Clerk is further authorized to enter into appropriate confidentiality, security, data-use, access, and similar agreements reasonably required by the County for lawful access to such information.

Section 6: The City Clerk is authorized to establish with the Registrar appropriate secure methods for the electronic or physical transfer of voter information, election records, signature information, ballot records, and other election materials. Such

arrangements may include authorized-user credentials, secure data-transfer methods, file layouts, updating schedules, testing procedures, correction procedures, and reasonable security requirements.

Section 7: Because the Special Municipal Election is already on an extremely compressed schedule, the City requests that the County and Registrar promptly provide a written implementation response for each item identified in Exhibit “A.”

For each requested item, the City requests identification of:

(a) whether the requested item may be provided under existing County or Registrar authority or requires action by the County Board of Supervisors;

(b) the County official or department responsible for implementing the requested item;

(c) the earliest date upon which the requested item can be provided or made operational;

(d) any condition, agreement, technical requirement, cost, or other prerequisite to implementation;

(e) the frequency of updates or continuing services, where applicable;

(f) the expected response time for time-sensitive election issues;

(g) a primary and backup contact for operational coordination and an appropriate escalation contact; and

(h) any alternative method or service that may satisfy the City’s election administration need if the specific method requested cannot be provided.

Section 8: The City requests that priority be given to those records, information, access, and coordination necessary to:

(a) establish an accurate initial voter file and continuing update process;

(b) identify and serve military and overseas voters;

(c) establish and test lawful access to voter signature records necessary for ballot signature verification and curing; and

(d) establish procedures for the transfer and handling of ballots, election documents, voter-record corrections, and other time-sensitive election matters that may arise before the County Board of Supervisors can act on the full request.

Section 9: To the extent any requested record, information source, access arrangement, service, or coordination may lawfully be provided before formal action by the County Board of Supervisors, the City respectfully requests that the County and Registrar make that item available at the earliest practicable time. If formal Board authorization is necessary for a particular requested service, the City respectfully requests consideration of that item at the earliest lawful opportunity.

Section 10: The City Clerk shall continue to request and obtain voter registration records, updates, and other election records and information available to the City under Elections Code Sections 2183, 2188, 2194, and other applicable law. Nothing in this Resolution conditions access to records or information otherwise available to the City under applicable law upon approval of the discretionary election services requested pursuant to Elections Code Section 10002, waives any right of the City or City Clerk concerning such records or information, or authorizes disclosure or use prohibited by law.

Section 11: This Resolution requests specified County services in connection with the City's separate Special Municipal Election. It does not request consolidation with the County-administered November 3, 2026, election and does not request that the County or Registrar assume general responsibility for conducting the City's Special Municipal Election.

Section 12: The calling of the Special Municipal Election, establishment of election procedures, appropriation of funds, and authorization of City election consultant and vendor agreements are addressed through separate actions of the City Council or other applicable City authority. This Resolution requests specified County services and does not independently amend the election date, establish the method by which the Special Municipal Election will be conducted, or modify any court order.

Section 13: Pursuant to Elections Code Section 10002, unless other arrangements satisfactory to the County are made, the City shall reimburse the County in full for the services performed pursuant to this Resolution upon presentation of a bill to the City. The City Clerk and City Manager are authorized to execute such agreements and take such administrative actions as may be necessary to implement services approved by the Orange County Board of Supervisors.

Section 14: The City Attorney is authorized to confer with County Counsel and other appropriate County officials concerning the legal authority, timing, scope, and implementation of the requests contained in this Resolution and Exhibit “A,” and to take such further legal action as may be appropriate concerning access to necessary County-controlled election records, information, systems, or services.

Section 15: The City Clerk is directed to transmit a certified copy of this Resolution and Exhibit “A” immediately following adoption to the Clerk of the Orange County Board of Supervisors, the Orange County Registrar of Voters, Orange County Counsel, and such other County officials as may be appropriate.

Section 16: The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 17: In the case of *City of Newport Beach et al. v. Newport Beach Stewardship Association, et al.*, Orange County Superior Court Case No. 30-2026-01559183, a writ was issued on September 2, 2026, compelling the City Council to “[t]ake all steps necessary to hold a general municipal election for the Initiatives on November 3, 2026, whether run directly by the City or through a consolidated election process.”

To avoid an argument that the City Council’s action to call the election or adopt this resolution is “voluntary compliance” with the writ issued on September 2, 2026, the City Council finds that it is being compelled to take the action calling the election for the initiative and associated actions. The trial court has stated its intention to hold the City and City Council in contempt should the City Council fail to put the initiative on a ballot for November 3, 2026. Believing itself to be compelled to vote to place the initiative on the ballot upon threat of contempt, the City Council exercises only the discretion afforded to it by the writ concerning the election at which the initiative is to be considered and places the initiative on the November 3, 2026, ballot. The City Council’s action does not constitute voluntary acquiescence in or acceptance of the correctness or validity of the court’s ruling.

Neither the City or City Council waives any claim, defense, objection, argument, appellate right, or request for relief arising from or relating to the City Council’s compelled compliance with the writ including, any appellate proceeding in Orange County Superior Court Case No. 30-2026-01559183 or Case No. 30-2026-01580961 (*City of Newport Beach et al. v. Robert Page, in his Official Capacity as Registrar of Voters, et al.*). Furthermore, the City Council finds and declares that the adoption of this resolution is being compelled by the writ and that the City Council does not waive or release any and all arguments that it has the legislative discretion to call an election for another date and time in accordance with the Elections Code. Similarly, the City Council does not waive any other argument or legal theory including, but not limited to, whether the proponent’s

complied with the publication and posting requirements for this measure. The City and City Council expressly reserve all such remedies and finds there is no intention to render any part of any appeal moot.

Section 18: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 19: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 20: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(1) because submission to the voters of a voter-sponsored initiative is a ministerial duty required by Elections Code Section 9215, and is therefore not subject to CEQA pursuant to Sections 15060(c)(1) (the activity does not involve the exercise of discretionary powers by a public agency), 15060(c)(3) (the activity is not a project as defined in Section 15378), and 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3.

Section 21: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this 11th day of September, 2026.



Lauren Kleiman
Mayor

ATTEST:



Lena Shumway
City Clerk

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



Aaron C. Harp
City Attorney

Attachment A – Exhibit “A” Requested for Services – Elections Code Section 10002

EXHIBIT A

REQUESTED COUNTY ELECTION SERVICES AND COORDINATION

NOVEMBER 3, 2026, CITY OF NEWPORT BEACH SPECIAL ELECTION

Purpose and Scope

The following requests concern the City's separate election on the three City Charter initiative measures. The City will arrange its own election operating personnel and vendors.

The City does not request County ballot design, printing, mailing, tabulation, equipment operation, or general administration of the City special election through this Exhibit.

Existing County files, exports, systems, and procedures may be used where they meet the identified need. The City and its providers will perform necessary conversion and processing of delivered data. Any alternative method must provide the information or access needed to complete the applicable election function lawfully and on time.

1. Voter Registration File and Updates.

Provide the current Newport Beach voter registration file and necessary supplements or replacement files, including information lawfully available to the City to identify eligible voters, determine registration status, issue ballots, contact voters, and reconcile election records.

Provide available residence and mailing addresses, precinct identifiers, registration and address changes, cancellations, and other relevant status changes. Include record identifiers that may lawfully be supplied and used to associate records across the City's authorized systems.

Establish an update schedule supporting initial ballot issuance, the general mailing, subsequent registrations and changes through Election Day, and eligibility determinations during the canvass.

The update process shall include a method for identifying voters who become eligible to vote in the City election after preparation of the general mailing file and for providing the City with information necessary to issue ballots to those voters.

A file already delivered need not be duplicated unless an update or correction is necessary.

2. Military and Overseas Voter Information.

Provide the military and overseas voter information maintained by the County for Newport Beach voters, including UOCAVA status, preferred ballot-delivery method, and the mailing or electronic delivery information lawfully available for that purpose.

Provide the existing file layout and relevant field definitions. Establish a method for communicating subsequent requests, status changes, and delivery-information updates pertinent to the City election.

Complete the initial delivery on a schedule that allows the City and its providers to validate the records and prepare issuance for the City's planned September 18, 2026, military and overseas ballot distribution.

3. Lawful Signature-Record Access.

Establish a legally permissible means for the City's authorized election personnel to access the signature exemplars needed to perform signature verification and cure review under Elections Code Section 3019.

The arrangement should include available qualifying signatures within the voter's registration record, including relevant prior registration records and other qualifying signed election forms, together with subsequent updates needed during processing and the canvass.

The arrangement shall also address the manner in which signatures submitted by voters on cure statements or other qualifying documents will be made available or associated with the applicable voter and ballot record as necessary to complete the cure process.

The County and City shall determine the permitted delivery or viewing method, including whether authorized access through GEM or another secure method can be used. Any copying, storage, or transmission must be expressly permitted by applicable law and the approved access arrangement.

The City requests written confirmation of the lawful access method, authorized users, and activation date before its planned September 18, 2026, military and overseas ballot issuance, allowing sufficient time for the City and its providers to evaluate operational compatibility. Access must be operational in time to perform required signature verification and cure review and remain available through the applicable canvass work.

If the County cannot confirm that arrangement within the requested timeframe, the City requests prompt written identification of the unresolved approval, legal, or technical issues and any available alternatives. Signature access remains part of this request while the City Attorney pursues any necessary earlier agreement or judicial direction.

This item requests access for City-authorized reviewers; it does not request that County personnel perform the City's signature-verification operation.

4. Language, Accessibility, and Confidential-Voter Information.

Provide existing information lawfully available to the City identifying voter language preferences and applicable geographic language-assistance designations.

Identify any existing accessibility-related ballot-delivery requests relevant to the City election that may lawfully be shared and establish a referral procedure for applicable requests subsequently received by the County.

For voters whose information is protected from disclosure, establish an authorized method for the City to fulfill ballot-issuance, voter-contact, and eligibility-verification responsibilities without exposing protected information. Where direct disclosure is prohibited, identify a lawful alternative delivery or contact procedure.

The City will arrange its own translation, accessible voting services, and production of election materials.

5. Registration and Eligibility Coordination.

Establish a procedure for communicating new registrations, registration corrections, address changes, and other eligibility information needed for the City election.

Identify how the City's authorized personnel may obtain County record verification necessary to resolve conditional registration, provisional ballot, duplicate-registration, and similar eligibility questions.

The procedure shall identify how registration and eligibility information received or processed after preparation of the City's general mailing file will be communicated to the City in sufficient time for the City to provide an eligible voter an opportunity to vote in the City election.

Establish the routing of registration documents and corrections received by the City to the County officials responsible for maintaining the registration record.

6. Separate Election Activity and Participation Records.

Establish procedures to keep the City's ballot issuance, return, and participation records distinct from records for the County-administered election.

Coordinate any necessary information exchanges so that participation in one election is not treated as participation in the other.

Identify the format and procedure for the City to transmit its final voter-participation information to the County and for the County to accept and record that information as applicable.

The coordination procedures shall also address replacement-ballot issuance and related status changes so that the City can identify superseded ballots, reconcile returns, and prevent more than one City ballot from being counted for the same voter without affecting that voter's separate participation in the County-administered election. The City and its providers will maintain the City's replacement-ballot records.

7. Misdirected Ballots and Election Documents.

Establish a reciprocal procedure for identifying, safeguarding, documenting, and transferring City ballots received through the County's existing mail, office, Vote Center, or drop-box operations, and County ballots received at City election locations.

The procedure shall specifically address City ballots deposited by voters in County ballot drop boxes or delivered to County Vote Centers on or before Election Day, including the frequency with which such ballots will be identified and made available for transfer to the City and the preservation of information necessary to determine timely return.

The procedure shall address preservation of envelopes, postmarks and receipt information; secure storage; notification of the appropriate election administrator; authorized pickup or delivery; transfer logs; and applicable receipt and processing deadlines.

The City will arrange authorized personnel to collect City materials from an agreed County location and deliver County materials to the designated County location.

The procedure shall also address misdirected City signature-cure statements, ballot requests, and other time-sensitive election documents.

8. Existing Precinct and Geographic Records.

Provide available Newport Beach precinct identifiers, boundary files, maps, and related existing geographic information that can assist the City in confirming the voter universe and organizing its election operation.

The City and its providers will develop any City-specific precinct consolidations or assistance-location arrangements. The County is not requested to create a new consolidation plan.

Existing geographic records are requested where available; a County-created consolidation plan is not a condition of the City's other requests.

9. Secure Transfers and Limited Technical Coordination.

Identify County contacts for voter-file delivery and updates, signature access, registration questions, and ballot transfers.

Establish secure delivery or access methods and provide existing file descriptions and field definitions. Coordinate initial access testing and correction of missing or inconsistent source records.

The City's providers will perform their own system configuration, data conversion, and election administration. This request does not require the County to develop a new election-management system or custom software integration.

The parties shall document authorized users, permitted uses, security controls, incident reporting, and appropriate disposition or retention of records.

10. Optional Voter-Information Assistance.

This request is not necessary for the City's ability to conduct the Special Municipal Election and is expressly subordinate to the essential requests in Items 1 through 9.

If operationally acceptable to the County, permit City-funded, information-only election personnel at agreed locations associated with County Vote Centers in Newport Beach, and permit County-approved factual instructions directing voters to the City election's information and assistance resources.

Location, hours, signage, access, and conduct shall be subject to County approval. These personnel would explain the separate City election and direct voters to appropriate assistance; they would not administer voting operations.

This item is optional and independently severable. Its denial should not delay consideration or delivery of the other requested items.

11. Implementation Schedule.

The City Clerk and Registrar shall promptly establish the delivery dates and operating procedures for approved items.

The initial voter and UOCAVA information must support preparation for the City's planned September 18 issuance. Signature access must be available before signature-verification work begins. Ballot-transfer procedures must be established before voters begin returning City ballots through potentially overlapping return channels.

Recurring data access and coordination shall continue as needed through the applicable ballot-receipt, cure, and official canvass periods. The City requests that any inability to meet an agreed requirement be communicated promptly, together with any lawful and operationally workable alternative.

The written implementation schedule shall distinguish functions essential to lawful and timely election administration from optional assistance and identify the date each function is needed. It shall specify the frequency of voter-file updates, agreed response times for routine and time-sensitive requests, and an escalation contact when a delay could affect ballot issuance, eligibility review, signature curing, or ballot transfers.

The City requests that initial voter information, confirmation of signature access, and arrangements needed for early ballot returns receive priority. The optional voter-information assistance request shall be considered separately.

12. Partial Availability; Independent Requests.

Each requested item and each reasonably severable component of a requested item is independently requested.

If the County determines that it cannot lawfully or operationally provide a requested item in the manner described, the City requests that the County provide any portion of the requested item that can be provided and promptly identify any lawful and operationally workable alternative.

The inability or lack of authority to provide one requested item or component shall not delay implementation of another requested item or component that can lawfully and operationally be provided.

Acceptance by the City of a partial or alternative service does not constitute withdrawal of any remaining request.

STATE OF CALIFORNIA }
COUNTY OF ORANGE }
CITY OF NEWPORT BEACH } ss.

I, Lena Shumway, City Clerk of the City of Newport Beach, California, do hereby certify that the whole number of members of the City Council is seven; the foregoing Resolution No. 2026-83 was duly adopted by the City Council of said City at a regular meeting held on the 11th day of September, 2026, by the following vote, to wit:

AYES: Mayor Lauren Kleiman, Mayor Pro Tem Noah Blom, Councilmember Michelle Barto, Councilmember Robyn Grant, Councilmember Joe Stapleton Councilmember Sara J. Weber, Councilmember Erik Weigand

NAYS: None

RECUSED: None

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 11th day of September, 2026.



Lena Shumway
City Clerk
City of Newport Beach, California

EXHIBIT 12



CITY OF

NEWPORT BEACH

City Council Staff Report

September 11, 2026
Agenda Item No. 1

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Lena Shumway, City Clerk - 949-644-3005,
lshumway@newportbeachca.gov

PREPARED BY: Lena Shumway, City Clerk

TITLE: Confirmation of the Acceptance of the Certification of the Orange County Registrar of Voters Regarding the Verification of Signatures for the Public Meetings, Public Records, Oversight, and Enforcement Initiative; the Lifetime City Council Term Limits Initiative; and the District-Only Voting Initiative; and Calling a Special Municipal Election for the Consideration of the Three Initiatives by the Voters for November 3, 2026.

ABSTRACT:

The Newport Beach Stewardship Association ("NBSA") has submitted three initiative petitions proposing amendments to the City of Newport Beach Charter including the: (1) Public Meetings, Public Records, Oversight, and Enforcement Initiative; (2) Lifetime City Council Term Limits Initiative; and (3) District-Only Voting Initiative. Pursuant to orders of the Orange County Superior Court, the petitions were transmitted to the Orange County Registrar of Voters for signature verification. The Registrar has completed that process and certified the results to the City.

On September 2, 2026, the Court issued a writ directing the City to consolidate the consideration of the Three Initiatives with the County-election on November 3, 2026, or call a standalone election for November 3, 2026. The City Council is requested to confirm its acceptance of the Registrar of Voters' certifications and call the election for Tuesday, November 3, 2026, direct the City Attorney to prepare an impartial analysis, set the deadline and procedures for submitting arguments for and against the Three Initiatives, and request election services from the County of Orange.

RECOMMENDATIONS:

a) Determine that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because the action will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a project as defined in Section 15378 of the CEQA Guidelines; and

b) Confirm the City Council's previous acceptance of the certifications of the Orange County Registrar of Voters regarding the verification of signatures for the Public Meetings, Public Records, Oversight, and Enforcement Initiative; Lifetime City Council Term Limits Initiative; and District-Only Voting Initiative; and

- c) By motion, decide whether to submit an argument against each of the Three Initiatives (pursuant to Elections Code Section 9282) and, if submitting such an argument against any of the Three Initiatives, designate up to three Councilmembers to author the argument; and
- e) Adopt the following Resolutions: Resolutions 2026-77 through 2026-83 of the City Council of the City of Newport Beach, California, Calling for and Giving Notice of a Special Municipal Election to be held on November 3, 2026 to Submit to the Voters Initiative Measures Proposing to Amend the City Charter to add/modify City Charter provisions related to: (1) Public Meetings, Public Records, Oversight, and Enforcement; (2) City Council Member Term Limits; and (3) Council Members Being Elected Only by Voters Residing within the District the Council Member Represents; and a Resolution Requesting the Orange County Board of Supervisors Authorize the County Elections Official to Render Services Relating to the Conduct of a Special Municipal Election, as well the Accompanying Resolutions Directing the City Attorney to Prepare Impartial Analysis of the Initiative Measures to Be Submitted to the Voters at the Special Municipal Election to be Held on November 3, 2026, and Establishing the Deadline for the Filing of the Impartial Analysis and Written Arguments For and Against the Initiative Measures; and
- f) Authorize the City Manager, City Clerk and City Attorney to enter into any and all agreements, execute any documents and take any action necessary to conduct the Special Municipal Election on November 3, 2026, without the need to comply with any City Council Policy or any City Council adopted Resolution; and
- g) Authorize City staff to prepare and execute a budget amendment, as needed, to appropriate sufficient funds to cover election and administrative costs associated with the Special Municipal Election.

DISCUSSION:

Background

Three City Charter initiative measures have qualified for submission to the voters of the City of Newport Beach and are the subject of litigation concerning, among other things, the election at which the measures are required to be submitted.

On September 2, 2026, the Orange County Superior Court issued a peremptory writ of mandate (“Writ”) directing the City to take all steps necessary to conduct an election on the three initiative measures on November 3, 2026, whether conducted directly by the City or through a consolidated election process.

The City sought appellate relief from the Writ, including a stay. On September 9, 2026, the Court of Appeal denied the City’s request for a stay. The Writ therefore presently remains in effect.

Because of the timing of the Writ, the status of the November 3, 2026, election already being administered by the Orange County Registrar of Voters (“Registrar”), and the deadlines and procedures applicable to consolidation, the City cannot presently accomplish submission of the three measures through consolidation with the County-administered November 3 election.

Accordingly, in an effort to comply with the Writ, staff recommends that the City Council take the actions presently within the City's control to establish and administer a separate, standalone Special Municipal Election on November 3, 2026.

The proposed actions do not constitute a concession by the City that the timing or procedures necessary to implement the Writ comply with every requirement that the City believes would otherwise apply under the California Elections Code, City Charter, or other applicable law. The proposed election resolution expressly reserves the City's objections, claims, defenses, appellate rights, and other legal positions.

Standalone City-Administered Special Municipal Election

The proposed election resolution calls a separate Special Municipal Election for November 3, 2026, for the purpose of submitting the three City Charter initiative measures to the City's qualified voters.

The City Clerk will serve as the City's elections official and will administer the election with the assistance of qualified election consultants, vendors, temporary election personnel, and other authorized personnel.

The Special Municipal Election will be separate and distinct from the County-administered November 3, 2026, election. The only matters appearing on the City's ballot will be the three City initiative measures.

The City does not propose to consolidate the Special Municipal Election with the County election or request that the County assume general responsibility for administering the City election. The City will provide or arrange for the election operating personnel, ballot production, mailing, voting systems and equipment, ballot processing, tabulation, canvass, and general administration necessary to conduct the City election.

The City's election consultant has advised that the November 3 election remains operationally feasible using a separate City-administered election model if immediate implementation work proceeds and the City obtains necessary voter information, lawful signature-record access, and other County-controlled information and coordination.

Election Administration and Mail-Ballot Model

Because of the exceptionally compressed period available to establish and conduct the Special Municipal Election, the City presently intends to use a mail-ballot model under which ballots and required voting materials will be issued to eligible City voters.

The City does not presently intend to establish traditional precinct polling places for the Special Municipal Election. The proposed election resolution, however, authorizes the City Clerk to establish voter-assistance, accessible-voting, ballot-return, replacement-ballot, and other in-person election services or facilities determined necessary or appropriate to provide eligible voters a reasonable opportunity to vote and to comply with applicable legal requirements and any further court order.

The City will separately establish ballot identification, voter instructions, ballot-return procedures, voter-information resources, accessible-voting services, and public communications designed to distinguish the City's election from the County-administered election and reduce voter confusion.

The proposed election resolution also authorizes the City Clerk to establish procedures concerning voter eligibility and registration information; military and overseas voters; ballot preparation, issuance and replacement; ballot receipt and custody; accessible voting and language assistance; signature verification and cure; ballot processing and reconciliation; security and chain of custody; election equipment and testing; tabulation; canvass; and certification.

Because the election is being established on an unusually compressed schedule in response to the Writ, the City may encounter deadlines, procedures, or other election requirements that cannot reasonably be reconciled with the Writ or accomplished within the available time. The proposed resolution directs compliance with otherwise applicable election requirements to the extent reasonably practicable and not inconsistent with the Writ or any further court order and authorizes the City Attorney to seek further judicial direction where necessary.

Immediate Election Operations

Immediate commencement and continuous performance of election work are necessary to preserve the City's ability to conduct the November 3 election.

The election consultant has identified ProVote, Hart InterCivic, and Whittier/GEM as the principal service providers necessary for implementation.

ProVote is anticipated to provide ballot and voter-information-material production and mailing services. Hart InterCivic is anticipated to provide ballot programming, voting systems and equipment, testing, tabulation, and related technical support. Whittier/GEM is anticipated to provide voter-file setup, ballot-management functions, and military and overseas voter support.

The City Clerk will remain the elections official and retain the supervision and authority required of that office. The City's election consultant will coordinate the operational work of the selection vendors and personnel within the authority granted by the City.

Request for Specified County Election Services

Although the City intends to administer its election separately, the City does not independently maintain all of the records and information necessary to conduct the Special Municipal Election.

California Elections Code Section 10002 provides a process through which a city's governing body may request that the county board of supervisors permit the county elections official to render specified services relating to the conduct of an election.

For that reason, staff recommends adoption of a separate resolution requesting specified County election records, information, services, access, and coordination. The services are individually identified in Exhibit "A" to that resolution.

The request is deliberately limited. The City is not asking the County to design, print or mail the City ballot, operate City voting equipment, process or tabulate City ballots, canvass the City election, or assume general responsibility for conducting the Special Municipal Election.

Instead, the principal County requests involve records, information, access, and coordination that are maintained or controlled by the County and Registrar and are needed by the City to perform its own election functions.

Voter Registration Information and Continuing Updates

The City requires a current Newport Beach voter-registration file and continuing updates to identify eligible voters, determine registration status, issue ballots, contact voters, and reconcile election records.

The requested information includes available residence and mailing addresses, precinct identifiers, registration and address changes, cancellations, and other relevant voter-status changes.

The requested update process will extend beyond the initial voter file and general mailing file so that voters who subsequently become eligible to participate in the City election can be identified and provided an opportunity to vote.

The City also requests procedures for resolving registration corrections, address changes, conditional registration, provisional voting, duplicate-registration issues, and other eligibility questions.

These requests are necessary because the City's election will be administered separately while the County remains responsible for maintaining the underlying voter-registration records.

Military and Overseas Voters

The City requires military and overseas voter information maintained by the County for Newport Beach voters, including applicable UOCAVA status, ballot-delivery preferences, and available delivery information.

Because the City anticipates initial military and overseas ballot issuance on September 18, the City is requesting initial delivery sufficiently in advance to allow the City and its providers to validate the information and prepare ballots for issuance.

The City also requires a continuing method for receiving subsequent requests, status changes, and delivery-information updates.

Signature-Record Access

Lawful and operational access to voter signature records is one of the most significant County dependencies.

The City must perform signature verification and cure review for returned City ballots. A voter-registration data file alone does not provide the signature exemplars necessary to perform that function.

The County-services resolution therefore requests a legally permissible and secure means for City-authorized election personnel to access qualifying signatures within voter-registration records, including relevant prior registration records and other qualifying signed election forms, together with subsequent updates necessary during ballot processing and canvass.

The City is requesting access for City-authorized reviewers; it is not requesting that County personnel perform the City's signature-verification operation.

The requested arrangement must also be sufficient to support the signature-cure process and remain operational throughout the applicable ballot-processing and canvass periods.

Separate Election Records and Misdirected Ballots

Because the City and County will be conducting separate elections involving the same City electorate on the same date, coordination is necessary to ensure that activity in one election is not treated as activity in the other.

The City therefore requests coordination concerning City ballot issuance, returns, voter participation, replacement and superseded ballots, and transmission of final voter-participation information.

The City also requests a reciprocal procedure for ballots and election documents delivered to the wrong election administrator.

In particular, the requested procedure will address City ballots deposited in County ballot drop boxes or delivered to County Vote Centers, as well as County ballots inadvertently returned to City election locations. The procedures must preserve envelopes, postmarks and other receipt information, ballot security, chain of custody, transfer documentation, and information necessary to determine timely return.

The request also includes misdirected signature-cure statements, ballot requests, and other time-sensitive election documents. The current County Services proposal already identifies the need for reciprocal safeguarding and transfer of such materials.

Other County Coordination

The County Services resolution also requests limited information and coordination concerning:

- language preferences, accessibility-related ballot-delivery requests, and confidential or protected voters;
- existing precinct and geographic records;
- secure data-transfer methods, file descriptions and field definitions;
- correction of missing or inconsistent source records;
- authorized-user, security, incident-reporting, and record-retention procedures; and
- County operational contacts and escalation procedures.

The City will perform its own translation, accessible-voting services, election-material production, system configuration, data conversion, and general election administration.

Optional Voter-Information Assistance

As a separate and expressly optional request, the City will ask whether the County will permit City-funded, information-only election personnel at agreed locations associated with County Vote Centers in Newport Beach and permit County-approved factual instructions directing voters to City election information and assistance.

This assistance is not necessary to the City's ability to conduct the Special Municipal Election, and denial of the request should not delay consideration or implementation of the essential County requests.

The City will independently provide its own voter-information and assistance resources.

Independent Rights to Voter Records

The City's request for discretionary services under Elections Code Section 10002 does not replace or condition the City Clerk's ability to request and obtain voter-registration records, updates, or other information independently available to the City under applicable law.

The proposed County Services resolution therefore directs the City Clerk to continue pursuing such information independently and provides that the City's access to independently available records is not conditioned upon Board of Supervisors' approval of the discretionary services requested under Section 10002.

This distinction is important given the election schedule and the possibility that some records or arrangements may be available under existing authority before the Board of Supervisors considers the City's complete request.

Timing and County Response

The County Services resolution requests consideration at the earliest lawful opportunity and asks the County and Registrar to identify any records, information, access, or arrangements that can be provided before formal Board action.

For each requested service, the City seeks a written response identifying whether the item can be provided, the implementation or delivery date, applicable conditions or charges, and any lawful and operationally workable alternative if the requested method cannot be accommodated.

Each requested item, and each reasonably severable component of an item, is independently requested. The inability to provide one service should not delay another service that can lawfully and operationally be provided.

Priority will be given to the initial voter-registration information, military and overseas voter information, confirmation and testing of lawful signature-record access, and arrangements necessary to address early ballot returns.

Further Court Direction

The City is proceeding with actions presently within its control in an effort to comply with the Writ. However, the compressed schedule, proposed standalone election structure, otherwise applicable election requirements, and dependence upon certain County-controlled records and information may produce issues that cannot be resolved administratively. Based thereon, the City Attorney may need to seek further clarification, direction, modification, or other appropriate relief from the Court.

The proposed election resolution expressly authorizes the City Attorney to seek such relief.

Operational Items

Upon Council approval, implementation will proceed immediately. Responsibility will be allocated as follows:

City Clerk/City: The City Clerk will remain the elections official and will supervise the Special Municipal Election. City staff will immediately transmit the County-services resolution and Exhibit "A," pursue independently available voter records, obtain necessary City-controlled facilities and resources, establish mail and ballot-security arrangements, and exercise the approvals required of the City's elections official.

Election Consultant: An election consultant will coordinate the election implementation plan and the selection vendors; establish and maintain the critical election schedule; coordinate ballot production and issuance, including military and overseas voters; develop staffing and training; establish signature-verification and cure procedures; establish ballot-processing, security and chain-of-custody procedures; coordinate

accessible-voting and voter-assistance operations; and identify and immediately escalate any unresolved dependency that threatens an election deadline.

Election Vendors: ProVote, Hart InterCivic, Whittier/GEM, and other approved providers will perform their respective ballot-production, mailing, voter-data, ballot-management, voting-system, equipment, programming, testing, tabulation, and technical-support functions in accordance with an approved implementation schedule.

City Manager/Administrative Staff: The City Manager and appropriate staff will complete authorized contracting and purchasing actions, provide necessary facilities and City resources, address insurance, indemnity and vendor-payment requirements, and facilitate the immediate administrative support necessary for the election operation.

City Attorney: The City Attorney will coordinate with County Counsel regarding the County-services request and County-controlled election information; address legal issues arising during implementation; and seek further judicial clarification, direction, modification, or relief where necessary.

FISCAL IMPACT:

Conducting a separate City-administered election will result in significant costs. At this point, City staff estimates that the election will cost between \$1 million and \$1.5 million.

Because several provider costs and County service requirements remain subject to final implementation, the total cost of the standalone election cannot yet be determined. As part of the action items, the City Clerk is asking for authority for City staff to prepare and execute a budget amendment, as needed, to appropriate sufficient funds to cover election and administrative costs associated with the Special Municipal Election.

ENVIRONMENTAL REVIEW:

Staff recommends the City Council find that this action is not subject to CEQA pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because accepting the Registrar of Voters' certifications and taking related procedural election actions will not result in a direct or reasonably foreseeable indirect physical change in the environment and do not constitute a project as defined in Section 15378 of the CEQA Guidelines.

NOTICING:

The agenda item has been noticed in accordance with the Ralph M. Brown Act.

ATTACHMENTS:

Attachment A – Resolution 2026-77 Calling Election for the Measure (Term Limits)

Attachment B – Resolution 2026-78 Directing City Attorney to Prepare Impartial Analysis for Measure (Term Limits)

Attachment C – Resolution 2026- 79 Calling Election for Measure (District Elections)

Attachment D – Resolution 2026-80 Directing City Attorney to Prepare Impartial Analysis (District Elections)

Attachment E – Resolution 2026-81 Calling Election for Measure (Public Meetings)

Attachment F – Resolution 2026-82 Directing City Attorney to Prepare Impartial Analysis (Public Meetings)

Attachment G – Resolution 2026-83 Requesting County Services

EXHIBIT 13

From: Lena Shumway
To: Bob Page; cc Tiffany Nevarez, Julianna Mailhot, Aaron Harp, Seimone Jurjis
Date: September 11, 2026, 1:34 PM
Subject: November 3, 2026 Newport Beach Special Election

Bob,

Today, September 11, 2026, the Newport Beach City Council approved the resolutions necessary to call and conduct a Special Municipal Election on November 3, 2026, for consideration of three citizen-sponsored Charter amendment initiatives:

- * Public Meetings, Public Records, Oversight, and Enforcement Initiative
- * Lifetime City Council Term Limits Initiative
- * District-Only Voting Initiative

The approved resolutions are attached, including Resolution No. 2026-83 requesting specified election services from the County of Orange. While the County is not being asked to administer the City's Special Municipal Election, the County's assistance is critical because it maintains voter registration records, signature records, and other information necessary for the City to conduct the election. The City will administer the election separately and will remain responsible for ballot production, processing, tabulation, canvass, and general election administration.

Due to the extremely compressed timeframe for the November 3 election, the City is requesting that the Registrar provide, as soon as possible, a current data file for bulk voter registration signature images necessary for the City to conduct signature verification of returned ballots. The City will also require continuing voter registration updates as the election proceeds.

Please let us know immediately if there are any forms, agreements, security requirements, fees, or other steps the City must complete to obtain the data.

Thank you for your assistance and cooperation as we work under these very compressed election deadlines.
Sincerely,

[Logo Description automatically generated]<<http://www.newportbeachca.gov/>>

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

100 Civic Center Dr
Newport Beach, CA 92660

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[cid:image004.png@01DD41F1.77C584E0] <<https://www.linkedin.com/company/cityofnewportbeach/>>

EXHIBIT 14



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 11, 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 Resolution No. 2026-83 requesting County election services

Dear Ms. Shumway,

I am writing in response to the City of Newport Beach's Resolution No. 2026-83 requesting election services pursuant to Elections Code Section 10002, which the City Council approved today and sent to me this afternoon.

The City's official request was made less than two months before the statewide November 3, 2026 General Election as well as only one week before federal and state law requires ballots to be issued to military and overseas voters and California law requires ballots to be mailed to all active Newport Beach voters. It is also the first time a city or district has requested separate election services from the County of Orange Registrar of Voters ("Registrar") at the same time the Registrar was administering a regular statewide election.

As an initial matter, the City did not timely request consolidation of its municipal special election with the 2026 General Election. Elections Code Section 10403 requires a request for consolidation no later than 88 days before election day, which was August 7, 2026. These statutory deadlines exist to ensure the Registrar can effectively plan and administer a statewide election, which is a massive logistical undertaking in a county with over 1.9 million registered voters. To further facilitate the ability to conduct a statewide election, the consolidation statutes require the city to agree that the County will conduct the election in accordance with the provisions of law regulating a statewide election. Elec. Code, §§ 10403, 10418. For similar reasons, Elections Code Section 10402.5 generally encourages cities to timely consolidate city elections that are conducted on statewide election days.

To illustrate the complexity of our task, administering the upcoming general election requires coordinating the production of approximately 549 ballot types, each of which must be translated into five languages—resulting in roughly 2,745 unique ballot variations—and preparing additional reference ballots in eight more languages. It also involves printing and mailing comprehensive Voter Information Guides containing candidate statements, impartial analyses, arguments, and sample ballots, including fully translated versions for approximately 121,000 voters who must receive election materials

in Chinese, Korean, Spanish, or Vietnamese. Tight statutory deadlines required that all ballot and guide materials be finalized and sent to printers earlier this week to allow timely mailing to military and overseas (“UOCAVA”) voters as well as the rest of the electorate, during a period when printing vendors are operating 24 hours a day to meet statewide demand. Even small changes can cascade into redesigning multiple ballot types, reformatting dozens of pages, conducting multi-language translations, and potentially requiring hand-processing of tens of thousands of ballot mailings—illustrating the enormous scale and precision necessary to administer the County’s general election. Ballots were issued today to UOCAVA voters who prefer to receive their ballots by mail.

In contrast, the City’s extensive request for election services under Section 10002 would require substantially *more* County resources than have already been dedicated to the consolidated 2026 General Election and require the County to perform such services in a much shorter period than a consolidated election. The request would necessitate supporting a complex dual-track election during a shortened timeframe, even as certain election deadlines have already begun to expire.

Among the additional burdens the City asks of the Registrar, the Registrar would be required to provide continual registration updates and eligibility coordination (pp. 2, 11); maintain completely separate participation and activity records for the City and statewide elections (pp. 11–12); identify, secure, and transfer misdirected ballots and election documents between jurisdictions (p. 12); furnish precinct identifiers, boundary files, and maps (p. 12); establish secure data-transfer methods, credentials, and technical file specifications (pp. 3–4, 12–13); accommodate City-funded personnel at County Vote Centers (p. 13); generate detailed implementation plans specifying authorities, timelines, conditions, and responsible departments (pp. 4, 13); and provide any partial services the County can lawfully deliver while also requiring the Registrar to identify alternatives where full provision is not possible (pp. 3, 14).

Indeed, despite its length, the Resolution is also uncertain because it places the burden on the Registrar to “promptly identify lawful and operationally workable alternatives” if the Registrar determines it cannot provide any requested item as described. The City’s request is, therefore, incompatible with Elections Code Section 10002, which places the burden on the City to specify the election services it seeks, rather than the Registrar to propose such services.

The Resolution is also not responsive to my earlier correspondence, which explained that any Resolution submitted under Section 10002 must include an assurance that the requested services would not interfere with the administration of the statewide November 3, 2026, General Election or create confusion among Newport Beach voters. The City did not provide this assurance. Instead, the City states it is compelled to call an election pursuant to a writ issued in litigation to which the Registrar is not a party.

The earliest date on which this matter could hypothetically be brought before the Orange County Board of Supervisors is September 29, 2026, which is a mere 35 days prior to the election. Additionally, several critical election deadlines are expiring or near expiration, further constraining the ability of the Registrar to administer any City-requested services.

On September 9, 2026, my office provided the City with as much information as is feasible absent a City Council-adopted Section 10002 request, including a Newport Beach voter file identifying UOCAVA voters with their preferred method of receiving their ballots and instructions regarding how to download GIS-format precinct maps for Newport Beach from the Registrar's website. However, requiring the County to develop and provide services in support of a stand-alone City election on the same date as the statewide general election would interfere with the Registrar's ability to conduct the General Election and pose unacceptable risks.

For example, chain-of-custody complications would inevitably arise from ballots being misdelivered to the wrong elections official, such as City ballots placed in County drop boxes and vice versa. Even procedures designed to address these issues fail to resolve operational problems such as identifying a City ballot mistakenly inserted into a County envelope after that envelope has been opened and separated from its contents. These types of foreseeable issues risk not only confusion, but also disenfranchisement. They further underscore why the Legislature generally requires city elections to be consolidated on a timely basis with statewide elections administered by counties rather than held separately on the same date.

For these reasons, the Orange County Registrar of Voters will not recommend that the Orange County Board of Supervisors authorize the broad range of services described in Resolution No. 2026-83.

Please feel free to contact our office should the City wish to discuss any future election planning consistent with applicable statutory timelines and requirements.

Sincerely,

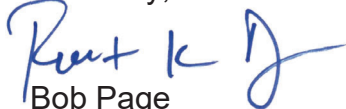

Bob Page
Registrar of Voters

EXHIBIT 15

**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, mileage, 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 16

Re: November 3, 2026 Newport Beach Special Election

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

Date Thu 9/17/2026 2:25 PM

To Shumway, Lena <LShumway@newportbeachca.gov>

Cc aharp@newportbeach.gov <aharp@newportbeach.gov>; Richards, Daniel <daniel.richards@coco.oc.gov>

Bcc Berardino, Justin <Justin.Berardino@ocvote.gov>; Hostler, Kimberly <Kimberly.Hostler@ocvote.gov>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Servino, Mark <Mark.Servino@coco.oc.gov>; Steinmann, James <James.Steinmann@coco.oc.gov>; Castillo, Ryan <ryan.castillo@coco.oc.gov>; Magsaysay, Ronnie <Ronnie.Magsaysay@coco.oc.gov>

Lena:

I apologize for my delayed response. I was evaluating whether the City's consultation with Secretary of State officials this week and the threat of litigation against the City submitted Sunday by Hickey & Associates would warrant me amending any statements I have provided to you and the City in prior correspondence.

As you prepare for the special City Council meeting tonight, I can share that the City can continue to rely upon my prior correspondence. Additionally, I cannot provide guidance to the City about how it should proceed.

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**

OC PRINTING & GRAPHICS
A DIVISION OF THE ORANGE COUNTY REGISTRAR OF VOTERS



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

Sent: Monday, September 14, 2026 5:30 PM

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

Subject: RE: November 3, 2026 Newport Beach Special Election

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

Bob,

Just following up for the September 29th meeting. Based on your letter, and concerns with the Resolution, do we need to approve and send revised resolution? We have a council meeting next week and I could place it on the agenda.

Thank you,



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

100 Civic Center Dr



From: Page, Bob <bob.page@ocvote.gov>
Sent: September 11, 2026 4:26 PM
To: Shumway, Lena <LShumway@newportbeachca.gov>
Cc: Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Harp, Aaron <aharp@newportbeachca.gov>; Jurjis, Seimone <sjurjis@newportbeachca.gov>; Page, Leon <Leon.Page@coco.oc.gov>
Subject: Re: November 3, 2026 Newport Beach Special Election

[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:

Thank you for informing the County of Orange Registrar of Voters of the actions taken by the City Council during its special meeting today. Attached is a letter providing the Registrar of Voters' response to City of Newport Beach Resolution No. 2026-83.

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**



From: Shumway, Lena <LShumway@newportbeachca.gov>
Sent: Friday, September 11, 2026 1:34 PM
To: Page, Bob <bob.page@ocvote.gov>
Cc: Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Harp, Aaron <aharp@newportbeachca.gov>; Jurjis, Seimone <sjurjis@newportbeachca.gov>
Subject: November 3, 2026 Newport Beach Special Election

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

Bob,

Today, September 11, 2026, the Newport Beach City Council approved the resolutions necessary to call and conduct a Special Municipal Election on November 3, 2026, for consideration of three citizen-sponsored Charter amendment initiatives:

- Public Meetings, Public Records, Oversight, and Enforcement Initiative
- Lifetime City Council Term Limits Initiative
- District-Only Voting Initiative

The approved resolutions are attached, including Resolution No. 2026-83 requesting specified election services from the County of Orange. While the County is not being asked to administer the City's Special Municipal Election, the County's assistance is critical because it maintains voter registration records, signature records, and other information necessary for the City to conduct the election. The City will administer the election separately and will remain responsible for ballot production, processing, tabulation, canvass, and general election administration. Due to the extremely compressed timeframe for the November 3 election, the City is requesting that the Registrar provide, as soon as possible, a current data file for bulk voter registration signature images necessary for the City to

conduct signature verification of returned ballots. The City will also require continuing voter registration updates as the election proceeds.

Please let us know immediately if there are any forms, agreements, security requirements, fees, or other steps the City must complete to obtain the data.

Thank you for your assistance and cooperation as we work under these very compressed election deadlines.

Sincerely,



Lena Shumway

City Clerk

City Clerk's Office

Office: 949-644-3007

100 Civic Center Dr

Newport Beach, CA 92660



EXHIBIT 17

From: Harp, Aaron
Sent: Monday, September 21, 2026 4:27 AM
To: Leon.Page@coco.oc.gov
Cc: Jurjis, Seimone; Shumway, Lena
Subject: Re: November 3, 2026 Newport Beach Special Election

Good morning, Mr. Page,

I just wanted to follow-up with you on my September 15 email. Given the court-ordered November 3 election and the rapidly approaching deadlines, can you please confirm whether Resolution No. 2026-83 will (or will not) be placed on the September 29 agenda for consideration by the Board of Supervisors.

If the County believes the City must take any additional action to obtain Board consideration on September 29, I would appreciate it if you would let me know what is required as soon as possible.

Thank you,



Aaron Harp
City Attorney
City Attorney's Office
Office: 949-644-3131

100 Civic Center Dr.
Newport Beach, CA 92660

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From: Harp, Aaron <aharp@newportbeachca.gov>
Sent: Tuesday, September 15, 2026 3:58 AM
To: Leon.Page@coco.oc.gov <Leon.Page@coco.oc.gov>
Cc: Jurjis, Seimone <sjurjis@newportbeachca.gov>; Shumway, Lena <LShumway@newportbeachca.gov>
Subject: Fw: November 3, 2026 Newport Beach Special Election

Good morning, Mr. Page,

I am writing regarding the Registrar's September 11 letter and its conclusion that Resolution No. 2026-83 is incompatible with Elections Code section 10002.

The City respectfully disagrees with that interpretation. The Resolution specifically identifies the services requested from the County, and the request for the Registrar to identify workable alternatives was intended to facilitate cooperation if a particular service could not be provided as requested, not to shift the City's responsibilities to the Registrar.

Nevertheless, given the court-ordered election and compressed timeframe, the City does not want a disagreement over section 10002 to prevent the election from proceeding. The City does not believe a new resolution is legally required; however, if the County maintains that a new or amended resolution is necessary before it will consider the City's request, please let me know as soon as possible. If you could also identify what changes or additional language the County believes are required, I would really appreciate it.

With respect to voter confusion, the City intends to conduct the special election as a separate election, with separate ballots, election materials, and procedures, and to provide clear voter communications distinguishing the City election from the County-administered General Election. The City is also prepared to coordinate procedures addressing misdirected ballots and other potential areas of voter confusion. We do not believe a section 10002 request needs to have these assurances; however, if the County believes additional measures or particular assurance language are necessary, please let me know so we can take any action necessary for the County to consider the City's request for services.

Most importantly, the Registrar's letter states that September 29 is the earliest date on which this matter could be brought before the Board of Supervisors. Please confirm whether the County intends to place Resolution No. 2026-83 before the Board for consideration on September 29. If not, please advise whether submission of a new or amended resolution would result in the matter being presented to the Board on September 29 and, if so, what the County requires the City Council to adopt.

Finally, if the County has determined that it will not present the City's request to the Board or recommend authorization regardless of any amendment, clarification, narrowing of services, or additional assurance from the City, please confirm that as well.

The City remains committed to taking all reasonably available steps to comply with the writ and conduct the November 3 election. Given the rapidly approaching deadlines, we would appreciate a prompt response and are available to meet and confer immediately.

Thank you,



Aaron Harp
City Attorney
City Attorney's Office
Office: 949-644-3131

100 Civic Center Dr.
Newport Beach, CA 92660

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of this e-mail is strictly prohibited. Moreover, such inadvertent disclosure shall not compromise or waive the attorney-client privilege as to this communication. If you received this e-mail in error, please notify us immediately at (949) 644-3131. Thank you.

From: Page, Bob <bob.page@ocvote.gov>
Sent: September 11, 2026 4:26 PM
To: Shumway, Lena <LShumway@newportbeachca.gov>
Cc: Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Harp, Aaron <aharp@newportbeachca.gov>; Jurjis, Seimone <sjurjis@newportbeachca.gov>; Page, Leon <Leon.Page@coco.oc.gov>
Subject: Re: November 3, 2026 Newport Beach Special Election

[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:

Thank you for informing the County of Orange Registrar of Voters of the actions taken by the City Council during its special meeting today. Attached is a letter providing the Registrar of Voters' response to City of Newport Beach Resolution No. 2026-83.

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**



From: Shumway, Lena <LShumway@newportbeachca.gov>
Sent: Friday, September 11, 2026 1:34 PM
To: Page, Bob <bob.page@ocvote.gov>
Cc: Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Harp, Aaron <aharp@newportbeachca.gov>; Jurjis, Seimone <sjurjis@newportbeachca.gov>
Subject: November 3, 2026 Newport Beach Special Election

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

Bob,

Today, September 11, 2026, the Newport Beach City Council approved the resolutions necessary to call and conduct a Special Municipal Election on November 3, 2026, for consideration of three citizen-sponsored Charter amendment initiatives:

- Public Meetings, Public Records, Oversight, and Enforcement Initiative
- Lifetime City Council Term Limits Initiative
- District-Only Voting Initiative

The approved resolutions are attached, including Resolution No. 2026-83 requesting specified election services from the County of Orange. While the County is not being asked to administer the City's Special

Municipal Election, the County's assistance is critical because it maintains voter registration records, signature records, and other information necessary for the City to conduct the election. The City will administer the election separately and will remain responsible for ballot production, processing, tabulation, canvass, and general election administration.

Due to the extremely compressed timeframe for the November 3 election, the City is requesting that the Registrar provide, as soon as possible, a current data file for bulk voter registration signature images necessary for the City to conduct signature verification of returned ballots. The City will also require continuing voter registration updates as the election proceeds.

Please let us know immediately if there are any forms, agreements, security requirements, fees, or other steps the City must complete to obtain the data.

Thank you for your assistance and cooperation as we work under these very compressed election deadlines.

Sincerely,



Lena Shumway

City Clerk

City Clerk's Office

Office: 949-644-3007

100 Civic Center Dr

Newport Beach, CA 92660



EXHIBIT 18

From: [Reyes, Steve](#)
To: [Harp, Aaron](#)
Cc: [Huez, Janessa](#)
Subject: Newport Beach
Date: September 17, 2026 9:44:05 AM

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Mr. Harp,

To confirm our conversation yesterday, you asked whether the Secretary of State's office can provide the City of Newport Beach with voter signatures to use in your proposed upcoming November 3, 2026 Municipal Election.

We cannot.

Thank you for reaching out.

Steve Reyes

Chief Counsel

California Secretary of State

E: sreyes@sos.ca.gov



SHIRLEY N. WEBER, Ph.D.
CALIFORNIA SECRETARY OF STATE

WWW.SOS.CA.GOV



EXHIBIT 19

From: Harp, Aaron
Sent: Tuesday, September 22, 2026 7:43 AM
To: Reyes, Steve
Subject: Follow-Up – Ballot Release, Watermark and Ink Approval

Hi Steve,

I wanted to follow up on my email regarding the City's November 3 election and see if there has been any update concerning the ballot-card release and the approval or assignment of the required watermark/tint and ink specifications.

I recognize that everyone is working under an unusually compressed timeframe, and we very much appreciate your assistance. Given the court-ordered November 3 election date, however, the City needs to move forward with ballot production as quickly as possible, so any direction or approval your office can provide would be extremely helpful.

If there is anything further you need from the City or our election vendor to obtain the ballot release or finalize the watermark/tint and ink requirements, please let me know and we will provide it immediately.

Thank you again for your help with this. We really appreciate your attention to it given the timing.



Aaron Harp
City Attorney
City Attorney's Office
Office: 949-644-3131

100 Civic Center Dr.
Newport Beach, CA 92660

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From: Harp, Aaron <aharp@newportbeachca.gov>
Sent: Friday, September 18, 2026 6:36 AM
To: Reyes, Steve <SReyes@sos.ca.gov>
Subject: City of Newport Beach - Electionn

Hi Steve,

We have a special City Council meeting tonight to determine how we proceed with the November 3 election. As you know, the City is operating under a writ requiring it to conduct the election, and I want to make sure that anything we do is consistent both with that order and with the Secretary of State's requirements.

This isn't my area of expertise, but it would be very helpful if he had direction from the Secretary of State (or your office) as to whether the State will issue/assign the City the necessary tint/watermark and provide a ballot-card release for the November 3 election.

I recognize that this is moving very quickly and appreciate your help and direction.



Aaron Harp
City Attorney
City Attorney's Office
Office: 949-644-3131

100 Civic Center Dr.
Newport Beach, CA 92660

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EXHIBIT 20

From: Page, Bob <bob.page@ocvote.gov>
Sent: Friday, September 18, 2026 1:13 PM
To: Shumway, Lena
Cc: Harp, Aaron; Page, Leon
Subject: Re: confidential overseas and military voters

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Lena:

In response to your two emails today...

The position regarding the City's request for election services that I have expressed in prior correspondence continues to be the current position of the County. The Registrar of Voters cannot provide the City with confidential voter registration information today, which includes signature images, language preference, accessible ballot requests, and information about any confidential voters residing within Newport Beach.

I have separately confirmed that none of the confidential voters eligible to vote in Newport Beach are signed up for the UOCAVA military and overseas voting program.

Finally, if the City decides to hold an election either (1) *timely* consolidated with a statewide election, or (2) held as a *court-ordered* stand-alone special election on a date *at least 88 days after the court order* when it would not interfere with our administration of the November 3 General Election, then we would be able to reconsider the City's request.

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**



From: Shumway, Lena <LShumway@newportbeachca.gov>
Sent: Friday, September 18, 2026 11:30 AM
To: Page, Bob <bob.page@ocvote.gov>
Cc: Harp, Aaron <aharp@newportbeachca.gov>
Subject: confidential overseas and military voters

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

Good afternoon,

Today, we discovered that the voter information we received from the your office does not have confidential voter information, which makes it impossible for us to determine if any confidential voters are military or overseas. Without telling us any of the names of the confidential voters, can you confirm if any of the confidential voters are military or overseas?

I would really appreciate it.

Thank you,



Lena Shumway

City Clerk

City Clerk's Office

Office: 949-644-3007

100 Civic Center Dr
Newport Beach, CA 92660



EXHIBIT 21

**PROFESSIONAL SERVICES AGREEMENT
WITH PRO DOCUMENT SOLUTIONS, INC. DBA PROVOTE SOLUTIONS
FOR ELECTION 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 PRO DOCUMENT SOLUTIONS, INC., doing business as ("DBA") ProVote Solutions, a California corporation ("Consultant"), whose address is 1760 Commerce Way, Paso Robles, CA 93446, 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. The City has entered into a Professional Services Agreement with Stellara Group, LLC ("Stellara"), 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 ("Stellara Agreement"). Under the direction and control of Stellara, Consultant shall assist Stellara in fulfilling Stellara's duties under the Scope of Services of the Stellara Agreement, where applicable to Consultant ("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 time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Two Hundred Six Thousand Three Hundred Sixty Seven Dollars and 48/100 (\$206,367.48)**, which includes a ten percent contingency, 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.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's 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 Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant 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 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 Paul Mantey 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's Office. 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.

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 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. 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, the additional design, construction and/or restoration expense 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: Paul Mantey
Pro Document Solutions, Inc. DBA ProVote Solutions
1760 Commerce Way
Paso Robles, CA 93446

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.

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: _____

By: Joseph Meeks
Joseph Meeks (Sep 14, 2026 16:26:19 PDT)
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: Seimone Jurjis
Seimone Jurjis (Sep 14, 2026 17:02:18 PDT)
Seimone Jurjis
City Manager

**CONSULTANT: PRO DOCUMENT
SOLUTIONS, INC., DBA ProVote**

Solutions, a California corporation

Date: _____

By: _____
Paul Mantey
President

Date: _____

By: Noal Phillips
Noal Phillips (Sep 14, 2026 17:44:31 PDT)
Noal Phillips
Chief Executive Officer

[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

The City has entered into a Professional Services Agreement with Stellara Group, LLC ("Stellara"), 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 ("Stellara Agreement"). The Scope of Services of the Stellara Agreement are incorporated herein by this reference. Under the direction and control of Stellara, Consultant shall assist Stellara in fulfilling Stellara's duties under the Scope of Services of the Stellara Agreement, where applicable to Consultant. The specific tasks to be performed by Consultant are more particularly described on Exhibit B to this Agreement, and generally include, but are not necessarily limited to:

- Print and finish Ballots as in accordance with State Law.
- Add tint and watermark to Ballots in accordance with the California Secretary of State specifications.
- Provide Ballots under this Agreement for vote-by-mail, counter/office ballots and test ballots.
- Fold vote-by-mail ballots.
- Insert ballots, pamphlets, instruction sheets and return envelopes into outgoing envelopes in accordance with the database files provided by the City.
- Deliver vote-by-mail packages to United States Postal Service for mailing.
- Print Voter Information Pamphlets in accordance with State Law.
- Insert Voter Information Pamphlets into vote-by-mail packages.
- Print and Provide Outgoing and Return Envelopes, including handling the approval of envelopes for the United States Postal Service.
- Print and Provide Instruction Sheets.
- Additional Election Printing as required.

EXHIBIT B

SCHEDULE OF BILLING RATES



90 West Poplar Avenue, Porterville, CA 93257
 Phone 559 719-2136
 Fax 559 719-2111

AUGUST 2026

ESTIMATE - COST BREAKDOWN

BILL TO: **CITY OF NEWPORT BEACH**

SPECIAL ELECTION NOVEMBER 2026

OFFICIAL BALLOTS		Job No. E	\$30,580.28
1	Machine Setup	@ \$485.00 /Lot	\$485.00
30	Digital Print/ Per Precinct	@ \$83.00 /ea	\$2,490.00
60,000	Vote by Mail Ballots English -14" Ballot	@ \$425.00 /per thousand	\$25,500.00
2,000	Printing Counter/Office Ballots - 14"	@ \$425.00 /per thousand	\$850.00
400	UnMarked Test Deck	@ \$425.00 /per thousand	\$170.00
6,000	Blank ballot stock with tint and watermark	@ \$180.88 /per thousand	\$1,085.28
1 SET OF PREMARKED TEST DECKS			\$624.18
30	Setup: Total Precincts	@ \$19.00 /ea	\$570.00
129	14" Ballot	@ \$0.42 /ea	\$54.18
INKJET ADDRESSING AND MAILING			\$32,949.00
	Data Processing and Setup 1st initial		
1	mailing-English	@ \$549.00 /per ea	\$549.00
30	Machine Set up - Per Precinct	@ \$18.00 /ea	\$540.00
	Run Charge - 1 Ballot with pamphlet		
60,000	English	@ \$482.00 /per thousand	\$28,920.00
60,000	Ballot Tracking	@ \$49.00 /per thousand	\$2,940.00
SAMPLE BALLOT PAMPHLETS		Job No. E	\$81,713.04
1	Election Setup-Covers	@ \$950.00 /Lot	\$950.00
1	Ballot Type Changes	@ \$115.00 /ea	\$115.00
24	Measure Pages Setup -English	@ \$108.00 /ea	\$2,592.00
Electronic Copy Input			
24	Measure Pages - English	@ \$55.00 /ea	\$1,320.00
Booklet Run Charges			
66,000	48 Page English	@ \$1,129.94 /per thousand	\$74,576.04
Misc. Book Charges			
20	Fillers Pages and Misc Pages	@ \$108.00 /ea	\$2,160.00
INSTRUCTION SHEET			\$6,237.00
66,000	Instruction Sheet with I Voted Sticker	@ \$94.50 /per thousand	\$6,237.00
OUTGOING AND INCOMING ENVELOPES		Job No. E	\$35,503.30
66,000	Outgoing Envelopes -PVS	@ \$243.76 /per thousand	\$16,088.16
66,000	Return BRM - PVS	@ \$286.14 /per thousand	\$18,885.24
1,000	Outgoing envelope - no indicia for City	@ \$243.76 /per thousand	\$243.76
1,000	Return BRM for City	@ \$286.14 /per thousand	\$286.14
SUBTOTAL			\$187,606.80

**THIS IS AN ESTIMATE ONLY
 TRANSLATIONS, POSTAGE,
 FREIGHT, SALES TAX OR
 ANYTHING NOT LISTED ABOVE.**

PRICES MAY CHANGE

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 22

**PROFESSIONAL SERVICES AGREEMENT
WITH K & H PRINTERS-LITHOGRAPHERS, INCORPORATED DBA
K&H INTEGRATED PRINT SOLUTIONS
FOR ELECTION SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 17th day of September, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and K & H PRINTERS-LITHOGRAPHERS, INCORPORATED, a Washington corporation, doing business as ("DBA") K&H Integrated Print Solutions ("Consultant"), whose address is 7720 Hardeson Road, Suite A, Everett WA 98203, 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. The City has entered into a Professional Services Agreement with Stellara Group, LLC ("Stellara"), 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 ("Stellara Agreement"). Under the direction and control of Stellara, Consultant shall assist Stellara in fulfilling Stellara's duties under the Scope of Services of the Stellara Agreement, where applicable to Consultant ("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 time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Hundred Eighty Three Thousand Seven Hundred Dollars and 00/100 (\$183,700.00)**, inclusive of a ten percent (10%) contingency, 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.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's 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 Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant 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 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 Carol Jones 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's Office. 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 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 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. 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, the additional design, construction and/or restoration expense 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: Dave Haines
K & H Printers-Lithographers, Incorporated DBA K & H Integrated
Print Solutions
7720 Hardeson Road, Suite A
Everett WA 98203

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.

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.

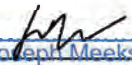
28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[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: _____

By: 
Joseph Meeks (Sep 22, 2026 10:29:35 PDT)
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

Lena Shumway
By: Lena Shumway (Sep 22, 2026 14:59:07 PDT)
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

Seimone Jurjis
By: Seimone Jurjis (Sep 22, 2026 13:42:27 PDT)
Seimone Jurjis
City Manager

**CONSULTANT: K & H PRINTERS-
LITHOGRAPHERS, INCORPORATED,**
a Washington corporation, doing
business as ("DBA") K&H Integrated Print
Solutions

Date: _____


By: Dave Haines (Sep 22, 2026 13:40:05 PDT)
Dave Haines
Senior Vice President and Chief
Technology Officer

[END OF SIGNATURES]

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

EXHIBIT A

SCOPE OF SERVICES



Scope of Work & Quotation

City of Newport Beach

Sep 18, 2026

PLEASE NOTE: K&H cannot proceed with Phases 4 and 5 until such time as the City has obtained a watermark and color for this election from the California Secretary of State, and has received a ballot release approval.

1. Project Overview

We will produce and mail approximately 60,000 vote-by-mail ballot packets for the City of Newport Beach, plus 3,000 additional packets delivered to the City, for a fixed service fee of **\$125,000**, with postage (estimated **\$42,000**) and freight billed as pass-through at actual cost.

The ballots runs on a **Hart InterCivic** voting system with a single ballot style across 14 precincts, English only. Our scope covers ballot and Voter Information Guide printing, envelope production, packet assembly and inserting, USPS presort and induction, and round-trip ballot tracking with City access to reporting.

Election Day is Tuesday, November 3, 2026, with the mail drop at E-15 on Monday, October 19, inducted at the Seattle NDC. The City commits budget in five phases running from now through October 19, set out in Section 5.

2. Program Specifications

Specification	Detail
Jurisdiction	City of Newport Beach
Voting system	Hart InterCivic
Registered voters (mailed)	60,000
Additional packets to City	3,000

Specification	Detail
Total packets produced	63,000
Ballot styles	1
Precincts	14
Languages	English only
Voter Information Guide	16 pages
Outer envelope	1 version, addressed, Official Election Mail markings
Return envelope	1 version, voter affidavit / signature panel
Mail class	First-Class Mail, presorted automation
Induction point	Seattle NDC (SEA)
Mail-by date	E-15
Ballot tracking	USPS round trip, MARS login provided to City

Component counts assume one ballot card per packet.

3. Scope of Work

3.1 Project management and data

- Carol Jones will be your production coordinator for the duration of the engagement.
- Kickoff call, written production schedule, and standing status checkpoints through mail week.
- Receipt and processing of the City's voter file export; address standardization (CASS) and duplicate review.
- Presort to First-Class automation qualification; Intelligent Mail barcode assignment per packet.
- Exception reporting for undeliverable, incomplete or suppressed records returned to the City for disposition.

3.2 Ballot composition and printing

- Ballot layout built by Hart InterCivic.
- City to obtain watermark and color from SOS
- City to obtain ballot release from SOS
- PDF proofs to the City for review
- Test deck and ballot files supplied to support the City's logic and accuracy testing.
- Production print on certified ballot stock to the tolerances the Hart scanners require, with per-packet serialization and precinct identification.

3.3 Voter Information Guide

- 16-page VIG, English, printed and folded to mail size.
- Composition from City-supplied content; two proof rounds included.
- ** 16 pages is an efficient number of pages, should the document require more pages, the price will need adjustment.

3.4 Envelopes

- Outer mailing envelope, window or inkjet-addressed, carrying Official Election Mail logo and required USPS markings.
- Return envelope with voter affidavit and signature panel, printed to the City's approved artwork and barcoded for return tracking and signature-verification intake.

3.5 Assembly, inserting and mailing

- Machine inserting of ballot, VIG and return envelope into the outer envelope, with camera verification matching ballot to voter record.
- 100% integrity check: every packet scanned and reconciled against the mail file before it leaves the floor.
- Postal documentation, mailing statements and qualification; drop-ship and induction at the Seattle NDC.
- Mail file, postage statement and induction receipts provided to the City.

3.6 Ballot tracking

- Round-trip USPS tracking on outbound packets and returned ballots.
- MARS login credentials issued to City staff, with a training session and reporting walkthrough.
- Tracking runs from induction through return delivery to the City's designated return point.

3.7 City packets

- 3,000 additional complete packets assembled and boxed by precinct or as the City directs, delivered to a single City address for counter issuance and replacements. These packets are not mailed and carry no outbound postage.

4. Schedule

Election Day is Tuesday, November 3, 2026. The five phase dates below are the points at which the City must release budget for the program to hold its mail date; the remaining milestones are the production work those releases fund.

Date	E-day	Milestone	Owner
Sep 18	E-46	Phase 1 release: envelope and VIG artwork	City
Sep 22	E-42	VIG copy and envelope	City

Date	E-day	Milestone	Owner
		content delivered	
Sep 24	E-40	First proofs: envelopes	Vendor
Sep 25	E-39	Phase 2 release: envelope printing	City
Sep 30	E-34	VIG proof approval	City
Oct 1	E-33	Phase 3 release: VIG printing	City
Oct 9	E-25	Ballot proof approval; test deck for L&A testing; Final voter file delivered	Both
Oct 12	E-22	Phase 4 release: ballot printing and packet assembly	City
Oct 12-13	E-22 to E-21	Assembly and inserting	Vendor
Oct 19	E-15	Phase 5 release: mail drop, induction at Seattle NDC	Both
Oct 19	E-15	3,000 City packets delivered	Vendor
Oct 22–26	E-12 to E-8	Projected in-home window	USPS
Nov 3	E-day	Election Day	—

EXHIBIT B

SCHEDULE OF BILLING RATES

Pricing

Total program cost is **\$167,000**: \$125,000 in services and \$42,000 in estimated outbound postage. The City commits in five phases. Each decision date is the last point at which that budget can be released without moving the mail drop.

Phase	Decide by	Scope	Amount	Cumulative
1	Now	Envelope and VIG artwork	\$2,000	\$2,000
2	Sep 25	Envelope printing	\$20,000	\$22,000
3	Oct 1	VIG printing	\$60,000	\$82,000
4	Oct 12	Ballot printing and packet assembly	\$43,000	\$125,000
5	Oct 19 or sooner	Mail drop	\$42,000	\$167,000

Phases 1 through 4 are the \$125,000 services fee. Phase 5 is outbound postage, estimated at 60,000 pieces at approximately \$0.70 each and reconciled to the actual postage statement.

Project management, proofing, USPS tracking and MARS setup, City packet packaging and post-election reporting are carried within Phases 1 through 4 and are not billed separately.

Costs outside the phases

Item	Basis	Estimate
Freight, City packet delivery	At cost	TBD
Return postage, if postage-paid return is elected	Per ballot actually returned	Not included

Quantity changes of more than 5% against the 63,000 packets specified will be repriced. Specification changes after proof approval are quoted separately.

Postage

Outbound postage is estimated at **\$42,000**: 60,000 packets at approximately \$0.70 each, First-Class Mail presorted automation.

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 one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) 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.

Newport Beach PSA w K&H Integrated Print Solutions, Incorporated C-10263-1

Final Audit Report

2026-09-22

Created:	2026-09-22
By:	Jennifer Mulvey (jmulvey@newportbeachca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALZ-REE8V3tNd44wuk9qGDsAR1svo02ls

"Newport Beach PSA w K&H Integrated Print Solutions, Incorporated C-10263-1" History

-  Document created by Jennifer Mulvey (jmulvey@newportbeachca.gov)
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-  Document emailed to Joseph Meeks (jmeeks@newportbeachca.gov) for signature
2026-09-22 - 5:26:42 PM GMT
-  Email viewed by Joseph Meeks (jmeeks@newportbeachca.gov)
2026-09-22 - 5:29:22 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Joseph Meeks (jmeeks@newportbeachca.gov)
Signature Date: 2026-09-22 - 5:29:35 PM GMT - Time Source: server- IP address: 205.155.143.99 - Signature Appearance Selected: DRAW
-  Document emailed to Dave Haines (dhaines@khprint.com) for signature
2026-09-22 - 5:29:38 PM GMT
-  Email viewed by Dave Haines (dhaines@khprint.com)
2026-09-22 - 7:50:01 PM GMT- IP address: 140.248.20.0
-  Document e-signed by Dave Haines (dhaines@khprint.com)
Signature Date: 2026-09-22 - 8:40:05 PM GMT - Time Source: server- IP address: 174.204.64.219 - Signature Appearance Selected: MOBILE_DRAW
-  Document emailed to Seimone Jurjis (sjurjis@newportbeachca.gov) for signature
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2026-09-22 - 8:40:57 PM GMT- IP address: 70.167.157.162



Document e-signed by Seimone Jurjis (sjurjis@newportbeachca.gov)

Signature Date: 2026-09-22 - 8:42:27 PM GMT - Time Source: server- IP address: 205.155.143.99 - Signature Appearance Selected: TYPE



Document emailed to Jennifer Mulvey (jmulvey@newportbeachca.gov) for acceptance

2026-09-22 - 8:42:29 PM GMT



Document accepted by Jennifer Mulvey (jmulvey@newportbeachca.gov)

Acceptance Date: 2026-09-22 - 8:55:38 PM GMT - Time Source: server- IP address: 205.155.143.99



Document emailed to Lena Shumway (LShumway@newportbeachca.gov) for signature

2026-09-22 - 8:55:41 PM GMT



Email viewed by Lena Shumway (LShumway@newportbeachca.gov)

2026-09-22 - 9:58:55 PM GMT- IP address: 104.47.64.254



Document e-signed by Lena Shumway (LShumway@newportbeachca.gov)

Signature Date: 2026-09-22 - 9:59:07 PM GMT - Time Source: server- IP address: 205.155.143.99 - Signature Appearance Selected: TYPE



Agreement completed.

2026-09-22 - 9:59:07 PM GMT

EXHIBIT 23



VERITY

MASTER AGREEMENT

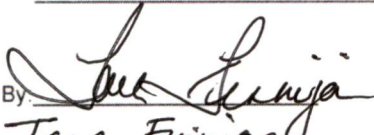
This Master Agreement ("**Agreement**"), entered into effective as of September 21, 2026 ("the **Effective Date**") by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**") and the Customer set forth below ("**Customer**"), sets forth the terms and conditions pursuant to which Customer may lease from Hart certain hardware ("**Hardware**") and procure certain related software ("**Software**") licenses and support services ("**Software Support Services**"), warranty services ("**Warranty Services**"), and/or project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time. Hardware and Software may be referred to as "**Products**" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "**Services**." Products may be "**Hart Hardware**," and "**Hart Proprietary Software**," (i.e. "**Hart Products**") or "**Third Party Hardware**" and "**Sublicensed Software**" (i.e. "**Third Party Products**"). The foregoing may be referred to together as the "**Verity system**."

Hart agrees to lease, license or provide to Customer Products and Services according to this Agreement, which includes all Exhibits. Customer agrees to all terms and conditions of this Agreement. Rent and other material terms of Customer's initial commitment are as set forth in the Quote attached hereto as **Exhibit A**. This Agreement comprises the complete and exclusive agreement for the lease and license of the Products and the provision of the Services. Customer acknowledges it has read and understands this Agreement (including all Exhibits) and is entering into this Agreement only on the basis of the terms set forth herein.

Agreed and Accepted:

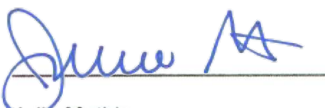
Customer

Jurisdiction: City of Newport Beach
Name: Newport Beach, CA
Address: 100 Civic Center Dr., Bay E, 2nd Floor
Newport Beach, CA 92660
Attn: Lena Shumway
Phone: (949) 644-3005
Facsimile: _____
E-mail: lshumway@newportbeachca.gov

Executed By: 
Name: Tara Finnigan
Title: Assistant City Manager

Hart

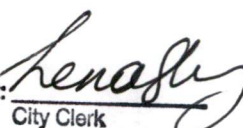
Hart InterCivic, Inc.
PO Box 80649
Austin, Texas 78708-0649
Attn.: Julie Mathis, CEO
800-223-4278
800-831-1485
jmathis@hartic.com


Julie Mathis
President & CEO

This Agreement is not effective until executed by both parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: 
Aaron C. Harp, City Attorney

Attest: 
City Clerk

1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or lease, license or procure any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All Hart issued quotations are valid for only thirty (30) days unless specifically stated on the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's sole discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement and shall be attached hereto as Exhibit A (each, a "Quote").

2. RENT AND PRICING

- 2.1. **Products.** Rent for Hardware shall be specified by Hart in the relevant quotation and is subject to change without notice; however, prices in Quotes signed by both parties are not subject to change. All prices are exclusive of shipping and packing costs and insurance which shall be borne by Customer. Each Hardware lease is a net lease.
- 2.2. **Other Services.** Pricing for Professional Services shall be set forth in the applicable Quote, or if not specified, at Hart's then-current hourly rates.
- 2.3. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses, including but not limited to a potential runoff election. There will be an additional charge at Hart's current technician's daily rate as provided in Exhibit D Section 5.1, for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products.
- 2.4. **Taxes.** All prices are exclusive of applicable taxes which will be calculated by Hart upon shipment of the corresponding Products. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall reimburse Hart therefore.

3. PAYMENT

- 3.1. **Products.** Except as otherwise provided in the applicable Quote, amounts due for Products shall be billed upon shipment and shall be paid in full within sixty (60) days after delivery.
- 3.2. **Other Services.** Amounts due for Professional Services shall be billed upon the earlier to occur of: (i) shipment of any portion of the associated Hardware and/or Software, and (ii) commencement of such Professional Services. All amounts due for Professional Services shall be paid within sixty (60) days of receipt of invoice.
- 3.3. **Payment Mechanics.** Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Customer shall notify Hart in writing of any change to Customer's name, address, or billing information.
- 3.4. **Late Payment.** If Customer fails to timely pay rent, all Software licenses and Software Support Services will automatically terminate.
- 3.5. **Billing Disputes.** If any dispute exists between the parties concerning the amount due or due date of any payment, Customer and Hart shall resolve the dispute prior to Customer making payment of the disputed portion.

4. HARDWARE SPECIFIC TERMS

- 4.1. **Delivery.** Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Quotes are approximate only and Hart will not be subject to liability for late or delayed shipment. In the event Customer is unable to receive delivery of the Hardware following shipment on a mutually agreed upon shipment date, Hart, at its sole option and convenience, may deliver such Products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware shall be borne by Customer.

- 4.2. **Hardware Acceptance.** Customer shall examine all Hardware upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware fails to conform to their applicable specifications. If no written notification is received by Hart within such period, the Hardware delivered hereunder shall be deemed accepted by Customer ("Hardware Acceptance"). Hardware will be deemed conforming if it meets Hart's published specification for such Product and any specifications identified on the applicable Quote. Upon Customer's Hardware Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.
- 4.3. **Transportation and Risk of Loss.** Hardware is shipped Ex Works (Incoterms 2020) from Hart's designated shipping point. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified in the applicable Quote but in no event will the carrier be deemed the agent of Hart. Upon Hart's delivery of the Hardware, Customer shall bear the entire risk of loss, damage, theft, or destruction of the Hardware or any part thereof from any and every cause whatsoever, which shall occur prior to Hart's receipt thereof following Customer's return of the same in accordance with Section 4.7, and no such loss, damage, theft or destruction shall relieve Customer of its obligation to pay rent or to comply with any other obligation under this Agreement. Notwithstanding the foregoing, in the event any damage, theft, or destruction of the Hardware is caused by Hart or parties within its control, Customer shall have no liability whatsoever.
- 4.4. **Title and Ownership.** All Hardware is and shall remain the property of Hart and Customer's interest therein is only that set forth in this Agreement. Customer further agrees that it will not pledge, loan, mortgage, or attempt in any other manner to dispose of the Hardware or to suffer any liens, encumbrances, or legal process to be incurred or levied on the Hardware. The Hardware is and shall at all times be and remain personal property and shall not become a fixture or realty. Hart may affix tags, decals or plates to the Hardware indicating Hart's ownership and Customer shall not permit their removal or concealment. Customer shall keep the Hardware in good condition and working order, ordinary wear and tear excepted. In the event of malfunction, defect or damage to the Hardware that is not covered by the Hart Hardware Limited Warranty (defined in Section 9.2), Customer shall notify Hart and request that Hart repair the same, returning it to its previous condition, at Customer expense. If the Hardware is lost, stolen, destroyed or irreparably damaged, Customer shall notify Hart and shall pay to Hart the fair market value of such Hardware immediately prior to such event, as determined by Hart is its reasonable discretion. However, Customer shall have no liability for any Hardware that is lost, stolen, destroyed or irreparably damaged due to Hart's actions.
- 4.5. **Inspection.** Hart or its agents shall have free access to the Hardware at all reasonable times for the purpose of inspection and for any other purpose contemplated in this Agreement.
- 4.6. **Return.** Customer shall return the Hardware to Hart within 60 days after the election date in the same condition as when delivered to Customer, ordinary wear and tear excepted. However, in the event there is a runoff election and the parties execute a subsequent amendment addressing the same, Customer shall return the Hardware to Hart within 60 days after the runoff date subject to the same condition (ordinary wear and tear excepted). Customer shall be responsible for the de-installation, packing (in its original packaging) and return of the Hardware and any associated costs. Hart shall have no obligation or liability in respect of any information or data contained in the Hardware.
- 4.7. **Changes and Cancellation.** Hart may not change or cancel a Quote after it has accepted Customer's signed submission thereof. Customer may not change or cancel an order after submission to Hart of a signed quotation. Any changes or cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party. In the event that Customer requests a rescheduling of any Hardware delivery and such request is accepted by Hart, Customer agrees to pay Hart's standard reschedule charge, provided, however, that rescheduling was not due to unforeseen circumstances outside the Customer's reasonable control.

5. SOFTWARE SPECIFIC TERMS

5.1. License.

- 5.1.1. **Software That is Part of The Verity System.** With respect to Software comprising part of the Verity system, subject to the terms and conditions of this Agreement, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software (which includes "Firmware," meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable, in each case, during the Lease Term and solely to conduct election activity for the Customer's November 3, 2026 election (the "Election") in accordance with the applicable Software's intended use and Documentation. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the Hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election.
- 5.1.2. **Software Utilities.** With respect to Software provided with but not comprising party the Verity system itself, e.g. data converters, localization programs, and other utilities ("Utilities"), subject to the terms and conditions of this Agreement, Hart grants to

Customer a personal, nonexclusive, nontransferable (other than as contemplated below), and limited license to use such Utilities during the Lease Term and solely to conduct election activity for the Election in accordance with their respective intended use and Documentation. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of such Utilities. Customer and its authorized employees, agents or contractors may use or access such Utilities. In addition, Customer may transfer the Utilities to third party contractors engaged to assist Customer with the preparation and administration of Customer's Election ("Third Party Service Providers") for the sole purpose of such Third Party Service Provider's use for the benefit of Customer. Customer shall ensure that any Third Party Service Provider shall, as a condition to receiving and/or using the Utilities, agree to Hart's then-current end user license agreement provided with the Utilities.

5.1.3. **Embedded Third Party Software.** To the extent Hart Proprietary Software contains embedded third party software (e.g. open source software), third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See **Exhibit C** for a non-exclusive listing of Hart Proprietary Software and Sublicensed Software.

5.2. **Records and Audit.** If Customer accesses the software, Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software licensed hereunder, including without limitation with respect to access thereto (including by any Third Party Service Providers to any Utilities). Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer.

5.3. **Restrictions**

5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and Consumables (defined below) with the Verity system; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims. Furthermore, using a Verity system with unauthorized paper may result in inaccurate election tabulations and results. HART DISCLAIMS AND CUSTOMER RELEASES HART FROM ANY LIABILITY ASSOCIATED WITH THE USE OF UNAUTHORIZED PAPER, INCLUDING ANY CLAIM, LIABILITY OR RECOURSE ASSOCIATED WITH INACCURATE VOTE TABULATIONS.

5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.

5.3.3. Customer shall not assign, transfer (other than as permitted by Section 5.1.2), sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of Software and Hardware on which the Software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.

5.3.4. If Customer does not comply with any provisions of this Section 5.3, then (i) the limited warranties under Section 9 are voided and the licenses and sublicenses granted under Section 5.1 will automatically terminate; and (ii) Hart may terminate its obligation to provide Software Support Services under Section 8.

6. **DOCUMENTATION**

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications (collectively, the "Documentation") for the Product installed at the Customer's location before the Election, following installation.

7. PROPRIETARY RIGHTS

- 7.1. **Reservation of Rights.** Customer acknowledges and agrees that the Verity system, including the Products and Services, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the lease of the Hardware, license of the Software and provision of Services does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products and Services, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart Documentation, and all copies will contain such notices as are on the original electronic media. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, including the Verity system, will, as between the parties, be the exclusive property of Hart.
- 7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products and Services at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product and Services updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products or Services according to Customer's proposals, suggestions, or recommendations.
- 7.3. **License Back.** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.
- 7.4. **No Implied Licenses.** There are no implied licenses under this Agreement, and any rights of a party that are not expressly granted to the other party hereunder are reserved. In furtherance of the foregoing and not in limitation, Verity Duo thermal paper is based on a patent-pending design, and the mere purchase of a Verity system does not constitute an express or implied license to make or have such paper made.

8. SOFTWARE SUPPORT SERVICES

- 8.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. A quote for Professional Services may be provided by Hart in those situations where Customer requests Software support services in addition to the services described under this Section
- 8.1.1. **Software Support Services.** Software Support Services will consist of assisting the Customer in the use of Software for purposes of Election administration, including functions related to pre-Election and post-Election testing and general operation of the Verity system. Assistance is available via phone and email through the Hart Customer Support Center. See Exhibit B for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart's discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of Software and there may be feature charges for update or enhancement releases of Software.

9. WARRANTY AND EXTENDED WARRANTY

- 9.1. **Certification.** Where applicable, Verity system components that require certification will meet the certification requirements in place on the Effective Date.
- 9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware leased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for such Hart Hardware provided to Customer by Hart. The warranty period for Hart Hardware (other than Consumables) is begins ten (10) days after the shipping date and continues for the duration of the Lease Term. Hart Consumables are warranted only to be free from manufacturing defects for a period of ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty. To request Warranty Service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart. Upon request, Customer shall ship, at Customer's expense,

the non-conforming Hart Hardware to the location specified by Hart. Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the exclusions from warranty coverage and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. The limited warranty provided in this Section 9.2 shall be referred to herein as the "Hart Hardware Limited Warranty". The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Verity system is required to be reconfigured, modified, or otherwise changed after the Effective Date due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, upon Customer's written request, Hart will determine the feasibility and cost of the required changes and advise the Customer of the same. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Verity system. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

- 9.3. **Hart Proprietary Software Limited Warranty.** Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for the duration of the Lease Term, the Hart Proprietary Software will perform substantially according to the functional specifications described in the Verity Operators' Manuals for such Hart Proprietary Software provided to Customer by Hart. To request Warranty Service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the Software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the exclusions from warranty coverage and Software Support Services set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSED SOFTWARE.
- 9.4. **Professional Services Warranty.** Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.
- 9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support Services under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering by Customer; (h) improper or abnormal use or use under abnormal conditions by Customer; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions by Customer; (j) use of Software on equipment that is not in good operating condition caused by Customer; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary to that described herein. A quote for Professional Services may be provided by Hart in those situations where the Customer requests Hart's review and approval of any system changes or repair or replacement or support services as a result of exclusions from warranty coverage and Software Support Services.
- 9.6. **Third Party Hardware and Sublicensed Software Excluded.** HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LEASED, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, leases, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the Hardware or Software, but only to the extent, if any, permitted by the third-party manufacturer or third-party licensor. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see the applicable Quote. For a list of Sublicensed Software, see Exhibit C or the

applicable Quote. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.

- 9.7. **Limited Remedies.** HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS SECTION 9.

10. PROFESSIONAL SERVICES

- 10.1. **Professional Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the Election, and (ii) the Professional Services described in each Quote. Professional Services days cannot be exchanged for rent or fees for other Services. If Professional Services days are not used prior to sixty (60) days after the date of the Election, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

11. REPRESENTATIONS AND WARRANTIES

- 11.1. **Due Organization.** Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.
- 11.2. **Conflicting Agreements.** Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

12. CUSTOMER RESPONSIBILITIES

- 12.1. **Independent Determination.** Customer acknowledges it has independently determined that the Products leased under this Agreement meet its requirements.
- 12.2. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing Warranty Service or Software Support Service requests and determining if Warranty Service is required; (d) follow Hart's instructions for obtaining Software Support Service and Warranty Services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.
- 12.3. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.
- 12.4. **Site Maintenance: Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.
- 12.5. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.
- 12.6. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

13. TERM AND TERMINATION

13.1. Term.

- 13.1.1. **Of Agreement.** Unless earlier terminated as set forth herein, the term of this Agreement commences on the Effective Date and continues through the end of the Lease Term.

- 13.1.2. Of Hardware Lease. Unless earlier terminated as set forth herein, the term of the lease for Hardware ordered hereunder commences on the date of shipment of the initial Hardware and continues through the date that is sixty (60) days following the Election (the "Lease Term").
- 13.1.3. Of Hart Hardware Limited Warranty. Unless earlier terminated as set forth herein, the warranty period for new Hart Hardware begins ten (10) days after the shipping date and continues for the duration of the Lease Term.
- 13.2. Termination. This Agreement shall automatically terminate or expire as set forth herein and may be terminated by either party if the other party is in material breach of the terms of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given. Additionally, Customer may terminate this Agreement without cause, on no less than thirty (30) days prior written notice to Hart, provided that such termination shall not relieve Customer of payment obligations incurred prior to the date of such termination.
- 13.3. Effect of Expiration and Termination. Upon any expiration or termination of this Agreement, all rights and obligations hereunder shall be of no further force or effect, provided that Sections 3, 4, 5.2-5.3, 7, 9.5-9.7, 12, 13.3 and 14-18 shall survive.

14. CONFIDENTIALITY

- 14.1. Definition. "Confidential Information" means any information related to Hart's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Products, Services, Documentation and support materials, and the terms and conditions of this Agreement. Notwithstanding the foregoing, in no event shall any agreements, amendments, proposals, quotes, invoices, financial terms, or any other communication disclosed pursuant to Customer's contract approval process be defined as Confidential Information.
- 14.2. Non-Use and Non-Disclosure. Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors. Notwithstanding any other provision herein to the contrary, Hart acknowledges Confidential Information may be subject to disclosure as prescribed by applicable freedom of information or public records law, including California Government Code section 6250 et seq.
- 14.3. Return of Confidential Information. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware, and all related Documentation (electronic and hard copy) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.
- 14.4. Customer Employees, Agents and Contractors. Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

15. INDEMNIFICATION

- 15.1. Indemnity. Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.
- 15.2. Remedies. As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the

price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.

- 15.3. **Exclusions.** Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications.

- 15.4. **EXCLUSIVE REMEDIES.** THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 16.1. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA. THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.

- 16.2. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE QUOTE FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

- 16.3. **Third Party Products, Services and Referrals.** Hart may direct Customer to, or Customer might independently locate, third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services (including Third Party Service Providers, defined above). Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test such products and services and will have sole responsibility for determining suitability of the same. Hart has no liability with respect to claims relating to or arising from use of such products and services, including, without limitation, claims arising from failure of such products to provide proper time and date functionality, and/or results flowing from Third Party Service Providers' utilization of the Utilities.

17. DISPUTE RESOLUTION

- 17.1. **Disputes and Demands.** The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("Dispute"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("Demand").
- 17.2. **Negotiation and Mediation.** After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("AAA") or such other mediation process as is mutually acceptable to the parties.
- 17.3. **Injunctive Relief.** Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

17.4. **Time Limit.** Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

18. GENERAL PROVISIONS

18.1. **Entire Agreement.** This Agreement and the Exhibits hereto are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as a request for quote (RFQ), request for proposal (RFP), purchase orders or acknowledgments, in connection with this Agreement is for convenience only and no terms, provision or conditions thereof will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure by Hart to object to such terms, provisions or conditions. If any conflict exists between the terms and conditions of this Agreement and those set forth in an Exhibit, the terms and conditions of this Agreement will govern, except to the extent otherwise explicitly stated in such Exhibit by precise reference to the specific term or condition in the Agreement that the Exhibit is to control and prevail over. This Agreement may not be amended or waived except in writing signed mutually by an officer of the party to be bound thereby.

18.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires. The words "include" and "including" (whether or not followed by "but not limited to" or "without limitation") shall not be construed as terms of limitation, but shall mean "including, but not limited to," unless the context clearly indicates otherwise.

18.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

18.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

18.5. **Force Majeure.** "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer's performance, the Customer and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes or lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

18.6. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.

18.7. **Assignment.** Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer's consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.

18.8. **Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

18.9. **Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.

- 18.10. **Trademarks.** Verity™, Hart InterCivic™ and such Product names indicated as trademarked names of Hart are trademarks of Hart.
- 18.11. **Attorneys' Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.
- 18.12. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Hart for which monetary damages alone would not be an adequate remedy, and therefore Hart shall be entitled to equitable relief for any Intellectual Property breach in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.
- 18.13. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart's private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.
- 18.14. **Cumulative Remedies.** All remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.
- 18.15. **Insurance.** During the Lease Term, Customer shall, at its own expense, insure the Hardware against all risks in an amount equal to the replacement cost of the Hardware. All such insurance shall name Hart, its successors and assigns as additional insureds. Customer agrees to supply to Hart, upon its request, evidence of Insurance as required herein.
- 18.16. **Counterparts.** This Agreement may be executed in multiple counterparts, any one of which will be considered an original, but all of which will constitute one and the same instrument. The parties agree that signatures transmitted and received via electronic means shall be treated as original signatures and shall be deemed valid, binding and enforceable by and against the parties.

Exhibit A

November 3

Quote for Initial Order (General Municipal Election, _____, 2026)



Quote Number 00017209
 Account Name Newport Beach, CA
 Grand Total \$85,399.42

Expiration Date 10/4/2026
 Election Date 11/3/2026
 Payment Terms Net 30

Please fax with signature to or scan and email to ktrethewey@hartic.com to order.

Item	Description	Unit Price	Quantity	Total Price
Verity Central - Rental	Verity Central software	\$17,000.00	1	\$17,000.00
Verity Central - Client - Rental	Verity Central software (client)	\$4,000.00	1	\$4,000.00
Verity Count - Rental	Verity Count software	\$4,500.00	1	\$4,500.00
Verity Workstation, used - Rental	Workstation for Verity software	\$3,170.00	3	\$9,510.00
24" Flat Panel Monitor, used - Rental	Monitor for use with Verity Workstation		3	
Verity Workstation Security Kit - Rental	Plate and lock to secure hard drives in Verity workstation	\$260.00	3	\$760.00
Hard Drive, 2 TB - Rental	Hard drive for Verity Workstation reimaging	\$432.00	3	\$1,296.00
Canon DR-G2140 Central Scanner - Purchase	Central ballot scanner w/ 1-year warranty (preventative maintenance sold separately)	\$12,325.00	2	\$24,650.00
Okidata B432dn Printer, used - Rental	Laser printer for report printing, used	\$127.00	3	\$381.00
vDrive	Proprietary flash memory device for use with voting system	\$120.00	10	\$1,200.00
Verity Key	Electronic security token	\$155.00	2	\$310.00
Professional Services - 5 Days	Includes up to 5 days of service. Additional days of service must be purchased separately.	\$8,200.00	1	\$8,200.00
Election Day Support	November 3, 2026 election	\$4,360.00	1	\$4,360.00

Subtotal \$76,167.00
 Shipping and Handling (Estimated) \$3,100.00
 Solution Price \$79,267.00
 Tax \$6,142.42
 Grand Total \$85,399.42

Bill To Attn: Office of the City Clerk
 P.O. Box 1768
 Newport Beach, CA 92658

Ship To Attn: Office of the City Clerk
 100 Civic Center Drive
 Bay E, 2nd Floor
 Newport Beach, CA 92660

Customer Contact

Contact Name Lena Shumway

Terms and Conditions

Rented equipment must be returned to Hart within 60 days after the election or late fees will apply. All equipment, including cables and accessories, must be returned in the original packaging or additional fees will apply. Customer must notify Hart at least 60 days prior to the election to cancel this order.

Confidential - Not for Redistribution

Exhibit A (Continued)

Quote for Initial Order (General Municipal Election, _____, November 3, 2026)



Quote Number	00017209
Account Name	Newport Beach, CA
Grand Total	\$85,399.42

Please note: Shipping & Handling charges listed are estimates only. Due to global supply chain and delivery issues, actual shipping & handling charges may be significantly higher. Pricing subject to inventory availability at time of quote execution and acceptance.

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By	Ken Trethewey	Title	Director of Sales
Signature			

Customer Approval

Name: _____	Title: _____
Customer Approval: _____	Date: _____

Confidential - Not for Redistribution

Exhibit A (Continued)

Quote for Initial Order (General Municipal Election, November 3, 2026)

Quote Number 00017261
 Account Name Newport Beach, CA
 Grand Total \$7,904.00

Item	Product Code	Description	Unit Price	Quantity	Total Price
Logic and Accuracy Ballot Service	LAT SERVICES	Automated LAT test deck service at per precinct pricing; quoted price is an estimate, and actual invoiced price will reflect the number of precincts and precinct-splits processed; minimum order of 10 precincts	\$19.00	416	\$7,904.00

Subtotal \$7,904.00
 Grand Total \$7,904.00

Bill To P.O Box 1768
 Newport Beach, CA 92668

Ship To 100 Civic Center Dr.
 Bay E, 2nd Floor
 Newport Beach, CA 92660

Customer Contact

Contact Name Yolanda Summerhill Email ysummerhill@newportbeachca.gov

General Information

Expiration Date 9/29/2026 Instructions Please fax with signature to or scan and email to csanchez@hartic.com to order.
 Payment Terms Net 30

Terms and Conditions

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval

Prepared By Chayo Sanchez Title Sales Order Specialist

Customer Approval

Name: _____ Title: _____
 Customer Approval: _____ Date: _____

Confidential - Not for Redistribution

Exhibit A (Continued)

Quote for Initial Order (General Municipal Election, November 3, 2026)

Pricing Quote

Date: September 9, 2026
 Customer: City of Newport Beach, CA
 Customer PO (if applicable): _____

System Version: Verity 3.2

Additional Notes: * Please provide Billing and Shipping Addresses, Contact Name, Phone, Fax and eMail.
 * You may fax with signature to 800-396-4278, or scan and email to lmarsden@hartic.com, to place this order.

Requested Delivery Date: _____

Do I need to reference a P.O. Number: _____

Item	Description	Qty.	Unit Price	Ext. Price	Remarks
1	Programming 2026 Municipal Election 110326	1.00	\$1,900.00	\$1,900.00	Programming for 1-5 Races (English and /or Spanish only)
2	3 Additional Lanuages	3.00	\$750.00	\$2,250.00	
3					
4					
5					
6					
Subtotal				\$4,150.00	
Freight (estimated)				\$65.00	
Total				\$4,215.00	

Terms and Conditions:

Payment Terms: Net 30 days - (I will invoice after I have completed the work) This is an additional charge for any printed ballots. Pricing based on paper size.

Billing Address and Phone

City of Newport Beach, CA
 Attn: Lena Shumway
 PO BOX 1768
 Newport Beach, CA 92658

Phone: _____

Fax: _____

email: _____

Billing Instructions

(Must be a physical address)

Shipping Address and Phone

City of Newport Beach, CA
 Attn: Lena Shumway
 100 Civic Center Dr
 Newport Beach, CA 92660

Phone: _____

Fax: _____

email: _____

Shipping Instructions

Hart Approval: _____

Name: Lesya MarsdenTitle: Lead Ballot Production SpecialistPhone: 800-223-4278 ext. 6685

Customer Approval: _____

Name: _____

Title: _____

Date Signed: _____

Exhibit B

Hart Customer Support Contact Information and Hours

The following contact information is to be used by Customer for submitting Software Support Services requests to Hart:

Customer Support Center	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax	1-512-252-6925 or 1-800-831-1485
E-mail Address	hartsupport@hartic.com
Hart Switchboard	1-800-223-HART (4278)
Hours of Operation	7AM-6PM Central Time, M-F
After Hours	Leave voicemail with contact information for return call

(The rest of this page has been intentionally left blank.)

Exhibit C

Hart Proprietary Software and Sublicensed Software

Hart Proprietary Software licensed to Customer via annual subscription may include, without limitation, the following. Actual Hart Proprietary Software licensed is indicated in the applicable Quote(s) associated with this Agreement:

[illegible]

Sublicensed Software sublicensed to Customer via annual subscription:

None

(The rest of this page has been intentionally left blank.)

September 29 Board of Supervisors agenda - Newport Beach

From Shumway, Lena <LShumway@newportbeachca.gov>

Date Tue 9/22/2026 8:28 AM

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

Cc Harp, Aaron <aharp@newportbeachca.gov>

 1 attachment (9 MB)

2026-83 - Requesting That the County of Orange and the Orange County Registrar of Voters Provide Specified Election Records, Information, Services, Access, and Coordination Necessary to Conduct the City's November 3,.pdf;

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

Hi Bob,

I hope you're doing well. I wanted to follow up regarding the City of Newport Beach's Request for Assistance concerning our November 3, 2026, special municipal election, which is attached hereto.

The City Council adopted Resolution No. 2026-83 specifically requesting that the County and Registrar provide the election records, information, services, access, and coordination necessary for the City to conduct the November 3 election. I reviewed the September 29 Board of Supervisors agenda and did not see the City's request included.

Could you please let me know why the request is not on the September 29 agenda and whether there is still a way to have it added?

As you know, time is very much of the essence. The Superior Court has ordered the City to take all steps necessary to have the three initiatives considered by the voters on November 3, 2026, and the City is working under an extremely compressed election schedule. The resolution therefore specifically asks that any item requiring Board authorization be considered at the earliest lawful opportunity.

We would greatly appreciate anything you can do to help get the request before the Board as quickly as possible. If there is anything the City needs to provide, revise, or do immediately to facilitate getting this on the agenda, please let me know and we will turn it around right away.

Thank you very much for your help and cooperation.



Lena Shumway

City Clerk

City Clerk's Office

Office: 949-644-3007

100 Civic Center Dr

Newport Beach, CA 92660



Re: September 29 Board of Supervisors agenda - Newport Beach

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

Date Tue 9/22/2026 3:36 PM

To Shumway, Lena <LShumway@newportbeachca.gov>

Cc Harp, Aaron <aharp@newportbeachca.gov>; Page, Leon <Leon.Page@coco.oc.gov>

Lena:

As I have shared in prior correspondence, I will not recommend that the County of Orange Board of Supervisors direct the Registrar of Voters to provide the City of Newport Beach with the broad range of services requested in the City's Resolution No. 2026-83.

The additional work that the Registrar of Voters would be required to complete to develop and provide the requested services at this late date would interfere with our administration of the regular statewide 2026 General Election. The conduct of two elections at the same time will also likely create confusion amongst Newport Beach voters and could disenfranchise some from having a ballot counted in one of the elections.

The City has not provided assurance that the requested services will not interfere with the 2026 General Election. Additionally, in the report and supplemental report presented to the City Council for its special meeting on September 18, City staff:

- Stated ballots would be issued to military and overseas voters on Saturday, September 19 without the legally required ballot tint and watermark from the Secretary of State.
- Did not identify which Secretary of State-certified voting system the City planned to use for its election.
- Stated the Chief Counsel for the Secretary of State advised the City that a municipal election held on the same day as a regular statewide election must be consolidated with the statewide election. The deadline for the City to request consolidation with the 2026 General Election was August 7.

Finally, during the special City Council meeting, the Council members discussed that the Voter Information Guide containing the ordinance text, impartial analysis, and arguments supporting and opposing each of the three Charter Amendment measures will not be mailed to Newport Beach voters until October 19. California Elections Code section 13303 mandates that the Guides must be mailed no later than October 13.

As such, I do not plan to seek Board of Supervisors approval for this request at the Board's September 29 meeting.

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**



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

Sent: Tuesday, September 22, 2026 8:27 AM

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

Cc: Harp, Aaron <aharp@newportbeachca.gov>

Subject: September 29 Board of Supervisors agenda - Newport Beach

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

Hi Bob,

I hope you're doing well. I wanted to follow up regarding the City of Newport Beach's Request for Assistance concerning our November 3, 2026, special municipal election, which is attached hereto.

The City Council adopted Resolution No. 2026-83 specifically requesting that the County and Registrar provide the election records, information, services, access, and coordination necessary for the City to conduct the November 3 election. I reviewed the September 29 Board of Supervisors agenda and did not see the City's request included.

Could you please let me know why the request is not on the September 29 agenda and whether there is still a way to have it added?

As you know, time is very much of the essence. The Superior Court has ordered the City to take all steps necessary to have the three initiatives considered by the voters on November 3, 2026, and the City is working under an extremely compressed election schedule. The resolution therefore specifically asks that any item requiring Board authorization be considered at the earliest lawful opportunity.

We would greatly appreciate anything you can do to help get the request before the Board as quickly as possible. If there is anything the City needs to provide, revise, or do immediately to facilitate getting this on the agenda, please let me know and we will turn it around right away.

Thank you very much for your help and cooperation.



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

100 Civic Center Dr
Newport Beach, CA 92660



EXHIBIT 24

From: Shumway, Lena
Sent: September 14, 2026 9:48 AM
To: 'Page, Bob' <bob.page@ocvote.gov>
Subject: RE: November 3, 2026 Newport Beach Special Election

Bob,

Thank you for your quick response.

Even if the City's request is recommended for denial, I would like to confirm that the item will still be placed on the September 29 agenda for consideration.

Sincerely,



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 11, 2026 4:26 PM
To: Shumway, Lena <LShumway@newportbeachca.gov>
Cc: Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Harp, Aaron <aharp@newportbeachca.gov>; Jurjis, Seimone <sjurjis@newportbeachca.gov>; Page, Leon <Leon.Page@coco.oc.gov>
Subject: Re: November 3, 2026 Newport Beach Special Election

[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:

Thank you for informing the County of Orange Registrar of Voters of the actions taken by the City Council during its special meeting today. Attached is a letter providing the Registrar of Voters' response to City of Newport Beach Resolution No. 2026-83.

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

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

Sent: Friday, September 11, 2026 1:34 PM

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

Cc: Nevarez, Tiffany <Tiffany.Nevarez@ocvote.gov>; Mailhot, Julianna <Julianna.Mailhot@ocvote.gov>; Harp, Aaron <aharp@newportbeachca.gov>; Jurjis, Seimone <sjurjis@newportbeachca.gov>

Subject: November 3, 2026 Newport Beach Special Election

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

Bob,

Today, September 11, 2026, the Newport Beach City Council approved the resolutions necessary to call and conduct a Special Municipal Election on November 3, 2026, for consideration of three citizen-sponsored Charter amendment initiatives:

- Public Meetings, Public Records, Oversight, and Enforcement Initiative
- Lifetime City Council Term Limits Initiative
- District-Only Voting Initiative

The approved resolutions are attached, including Resolution No. 2026-83 requesting specified election services from the County of Orange. While the County is not being asked to administer the City's Special Municipal Election, the County's assistance is critical because it maintains voter registration records, signature records, and other information necessary for the City to conduct the election. The City will administer the election separately and will remain responsible for ballot production, processing, tabulation, canvass, and general election administration.

Due to the extremely compressed timeframe for the November 3 election, the City is requesting that the Registrar provide, as soon as possible, a current data file for bulk voter registration signature images necessary for the City to conduct signature verification of returned ballots. The City will also require continuing voter registration updates as the election proceeds.

Please let us know immediately if there are any forms, agreements, security requirements, fees, or other steps the City must complete to obtain the data.

Thank you for your assistance and cooperation as we work under these very compressed election deadlines.

Sincerely,



Lena Shumway

City Clerk

City Clerk's Office

Office: 949-644-3007

100 Civic Center Dr
Newport Beach, CA 92660



EXHIBIT 25

September 29 Board of Supervisors agenda - Newport Beach

From Shumway, Lena <LShumway@newportbeachca.gov>

Date Tue 9/22/2026 8:28 AM

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

Cc Harp, Aaron <aharp@newportbeachca.gov>

 1 attachment (9 MB)

2026-83 - Requesting That the County of Orange and the Orange County Registrar of Voters Provide Specified Election Records, Information, Services, Access, and Coordination Necessary to Conduct the City's November 3,.pdf;

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Hi Bob,

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Could you please let me know why the request is not on the September 29 agenda and whether there is still a way to have it added?

As you know, time is very much of the essence. The Superior Court has ordered the City to take all steps necessary to have the three initiatives considered by the voters on November 3, 2026, and the City is working under an extremely compressed election schedule. The resolution therefore specifically asks that any item requiring Board authorization be considered at the earliest lawful opportunity.

We would greatly appreciate anything you can do to help get the request before the Board as quickly as possible. If there is anything the City needs to provide, revise, or do immediately to facilitate getting this on the agenda, please let me know and we will turn it around right away.

Thank you very much for your help and cooperation.



Lena Shumway

City Clerk

City Clerk's Office

Office: 949-644-3007

100 Civic Center Dr

Newport Beach, CA 92660



EXHIBIT 26

Re: September 29 Board of Supervisors agenda - Newport Beach

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

Date Tue 9/22/2026 3:36 PM

To Shumway, Lena <LShumway@newportbeachca.gov>

Cc Harp, Aaron <aharp@newportbeachca.gov>; Page, Leon <Leon.Page@coco.oc.gov>

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Bob Page | Registrar of Voters | Orange County Registrar of Voters
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REGISTRAR OF VOTERS**



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