FILED
Superior Court Of California,
Sacramento
10/25/2022
mvalledor
By_____, Deputy
Case Number:
34-2022-00328797

Robert E. Thomas, III
150 S. Nevada Hwy 160, Ste 8-310
Pahrump, NV 89048
(530) 828-1234
NCS51Legal@yahoo.com
Cal. Bar #60098
Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

Chris Bish, Paul Preston, in his own behalf and as President of New California State, and John Does 1-100,	Case No.
vs,	COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES [Code Civ. Proc. § 527, subd. (a)]
Shirley N. Weber, individually and as Secretary of State, Courtney Bailey-Kanelos, individually and as the Clerk-Registrar of Sacramento County, Hang Nguyen, individually and as the Clerk-Registrar of Sacramento County, Sacramento County, and John Does 1-100, Defendants.	

.....

Plaintiffs allege:

1.

Plaintiff Chris Bish is and at all times mentioned herein was an individual and registered elector residing in the City of Sacramento, County of Sacramento, State of California. Plaintiff Paul Preston is the President of New California State, a new state in formation pursuant to Article IV, Section 3 of the United States Constitution and at all times mentioned herein was an individual and registered elector residing in the Yuba City, County of Sutter, State of California. New California State has a County Committee in Sacramento, County, CA., and in 55 of California's remaining 57 counties. At all times mentioned herein, John Does are registered electors and members and supporters of New California State living and voting in Sacramento County.

2.

At all times mentioned herein, defendant Susan N. Weber is the California Secretary

of State and has jurisdiction over elections in California. Courtney Bailey-Kanelos is the Clerk/Registrar of Voters in Sacramento County and was such during the Primary Election held in June, 2022, and had jurisdiction over the voting process, including the certification of voting machines prior to and including the time of the California Primary Election in June, 2022. Hang Nguyen is the interim Clerk/Registrar of Voters in Sacramento County currently holding office in Sacramento County and has jurisdiction over the voting process, including the certification of voting machines between the California Primary Election to and including the time of the California General Election in November, 2022.

3.

The California Secretary of State's web site [https://www.sos.ca.gov/elections/ovsta/certification-and-approval] as of October 23, 2022, states in part:

> Voting technology including, but not limited to voting systems, electronic poll books and remote accessible vote by mail systems, must be certified for use, prior to being sold and/or used in any California election.

On the Sacramento Board of Supervisor's agenda for October 25, 2022, is Agenda Item #16, which states:

> Authorize The Registrar Of Voters To Execute A Revised And Retroactive Contract With The Secretary Of State For Voting System Replacement In An Amount Up To $5,571,496 With A Term Of August 1, 2022 Through December 31, 2024 (Voter Registration and Elections)
> Supervisorial District(s): All[1]

The supporting documentation for Agenda Item #16 consists of forty-four (44) pages, appended hereto as Appendix 2 and incorporated by reference as though fully set forth herein.

4.

While the Agenda Item and the back-up documentation speak of a "retroactive

---

[1] The complete agenda is appended as "Appendix A" and is incorporated by reference as though fully set forth herein.

contract," a fair reading of the back-up documentation clearly shows the retroactive appropriation is for the purchase of voting systems that have not been tested and certified by Sacramento County, and, at best, have only been "provisionally certified" by the Office of the Secretary of State of California. Many of the items mentioned in the back-up documentation are allegedly "conditionally certified pursuant to the California Voting System Standards (CVSS)" without specifying what parts of the voting systems are fully certified, what parts are "conditionally certified," and which parts are totally *un*certified.

5.

Should the Sacramento Board of Supervisors vote on Agenda Item 16, the retroactive funding and certification of the voting systems will occur. This Honorable Court should restrain the County and its Supervisors from voting on Agenda Item #16, or, if a vote is taken before this Honorable Court communicates the restraint of the vote to the Board, or if the vote occurs before the hearing on this matter, the Court should order the vote be reversed to a *status quo ante*, restrain implementation of the agenda item or both. Failure to grant the requested relief will irreparably harm Plaintiffs and all voters in Sacramento County because the validity of the vote can not be assured.

6.

Plaintiff Chris Bish was a candidate for office in Sacramento County in June, 2022, but was not elected. She was irreparably harmed by the use of a voting system that was not certified. No one can be sure the results were accurate.

7.

Paul Preston, as President of the New California State Movement, the New California State Movement, and Plaintiffs John Doe 1-10 were irreparably harmed by the use of a voting system that was not certified because there is no assurance that whatever parts of the voting system that was actually used accurately counted the votes of New California State members thus disenfranchising them. If this Honorable Court does not stop the "retroactive" procedure requested in Sacramento Board of Supervisors Agenda item #16, they will again

be irreparably harmed because no one can be sure the November, 2022 results in Sacramento County are accurate.

8.

Retroactively approving the requested funding also retroactively approves the un-approved and untested voting system in Sacramento County to the detriment of all Sacramento voters, not just the Plaintiffs.

9.

According to the backup documentation, defendant Shirley N. Weber "delayed the release of this contract, which did not allow the County adequate time to request board approval prior to the contract start date." Such delay also prevented Sacramento County employees from testing the components of the voting system to ensure they complied with the California Voting System Standards (CVSS) standards. The Office of the Secretary of State, supervised by defendant Shirley N. Weber, negligently and/or wilfully failed to certify provisionally certified voting systems and failed to finally certify voting systems for Sacramento County to purchase before August 1, 2022, and failed to require Sacramento County to pay the contract amount before the then-existing contract expired, creating the emergency existent today. This emergency is the petition by the Registrar of Voters to retroactively approve the expenditure of funds and thereby approve the certification of new and/or untested voting systems without due consideration by the Sacramento Board of Supervisors[2] or County employees all to the detriment of all Sacramento voters.

Moreover, defendants Courtney Bailey-Kanelos and Hang Nguyen negligently and/or wilfully failed to bring the need to test the voting equipment, acquire, test, and certify voting systems and pay the additional contract amount(s) to the Sacramento County Board of Supervisors' attention before August 1, 2022, as any competent departmental supervisor would do also to the detriment of Plaintiffs and all Sacramento voters.

---

[2] Plaintiffs request this Honorable Court take Judicial Notice that the back-up documentation for only this week's agenda is *4,366* pages. Compare with *The Godfather* which has 448 pages or *War and Peace* which has between 1,222 to 1,440 pages, depending on which version/publisher.

For all the stated reasons, Plaintiffs are asking this Honorable Court to intervene on behalf of Plaintiffs and all Sacramento County voters to prohibit action on Agenda Item #16 and any similar attempt to fund and certify voting systems that are not fully certified by the Secretary of State and fully tested by the Sacramento County Registrar of Voters and her staff. Allowing the funding and certification will irreparably harm all Sacramento County voters and undermine public confidence in Sacramento County election results.

WHEREFORE, plaintiffs demand judgment against defendants as follows:

1. That a temporary restraining order issue, restraining defendants and their agents and employees from requesting the Board of Supervisors approve any amounts until all parts and components of the voting systems are adequately tested and certified.

2. That a preliminary injunction issue, enjoining defendants and their agents and employees from using the voting systems in their possession or in the possession of any other person, business, or governmental agency during the pendency of this action.

3. On a final hearing, that defendants and their agents and employees be permanently enjoined from using the voting systems in their possession or in the possession of any other person, business, or governmental agency until the voting systems are fully tested and certified with such testing and certification verified by an independent lab acceptable to Plaintiffs and Defendants, and any such testing and certification be shown in open court to this Honorable Court without limitation, including hiding any portion of the process under the name "trade secrets," "proprietary information," or any equivalent term that would shield the voting systems, their operation, their testing, any hardware and/or software flaws or any hardware and/or software defects from public observation and scrutiny.

4. Although Plaintiffs have suffered irreparable injury, this Honorable Court should order the following amounts jointly and severally from Defendants to modestly compensate their injuries, or other amounts according to proof at trial:

A. To Chris Bish: $100,000.

B. To Paul Preston and New California State (the organization): $100,000.

C. To the members of New California State living in Sacramento County: $10,000 each.

and treble damages under Code Civ. Proc., §§ 773 and 735 according to proof.

5. That plaintiffs receive costs and expenses incurred in this action.

6. That plaintiffs receive such other additional relief as the court deems proper.

Dated: October 24, 2022. at Pahrump, Nevada.

Robert E. Thomas, III
Attorney for Plaintiffs

VERIFICATION

Verification of Pleading (Code Civ. Proc., § 446)

Declaration under Penalty of Perjury Form (Code Civ. Proc., §§ 446, 2015.5)

by Attorney for Party

Chris Bish, Paul Preston, in his own behalf and as President of New California State, and John Does 1-100, vs, Shirley N. Weber, individually and as Secretary of State, Courtney Bailey-Kanelos, individually and as the Clerk-Registrar of Sacramento County, Hang Nguyen, individually and as the Clerk-Registrar of Sacramento County, Sacramento County, and John Does 1-100, Defendants.	Case No. Verification of Pleading (Code Civ. Proc., § 446)

.....

I, Robert E. Thomas, III, declare:

I am the attorney for the Plaintiffs in the above-entitled matter. My office is in Pahrump, Nye County, Nevada, a township half way between Las Vegas, Nevada and Death Valley, CA. I have read the foregoing pleading and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

Plaintiff Chris Bish and Plaintiff John Does 1-100 live in Sacramento County. Plaintiff Paul Preston lives in Sutter County. Plaintiff New California State is a corporation organized in the State of Nevada.

Executed on October 24, 2022, at Nye County, Nevada.

I declare under penalty of perjury that the foregoing is true and correct.

Robert E. Thomas, III
Attorney for Plaintiffs
California Bar #60098

Appendix "A"

Agenda Agenda Packet

(/BoardOfSupervisors/Documents/Downloadfile/BOARD_OF_SUPERVISORS_7629_Agenda_Packet_10_25_2022_9_30_00_AM.pdf?documentType=5&meetingId=7629&isAttachment=True)

To make a public comment on any item for an **upcoming** meeting, email BoardClerk@saccounty.net (mailto:BoardClerk@saccounty.net)

Phil Serna – District 1
Patrick Kennedy – District 2
Rich Desmond – District 3 (Vice Chair)
Sue Frost – District 4
Don Nottoli – District 5 (Chair)

SACRAMENTO COUNTY

AGENDA
BOARD OF SUPERVISORS
700 H STREET SUITE 1450
SACRAMENTO, CA 95814
(Members may participate via teleconference)

TUESDAY OCTOBER 25, 2022 9:30 AM AND 2:00 PM

The Board meets simultaneously as the Board of Supervisors and as the governing board of all special districts having business heard this date.

PUBLIC COMMENT PROCEDURES

The Board of Supervisors fosters public engagement during the meeting and encourages public participation, civility and use of courteous language. The Board does not condone the use of profanity, vulgar language, gestures or other inappropriate behavior including personal attacks or threats directed towards any meeting participant.

In compliance with directives of the County, State, and Centers for Disease Control and Prevention (CDC), the meeting is open to public attendance pursuant to health and safety guidelines. The practice of social distancing and wearing of face coverings (mask or shield) is recommended for the health and safety of all persons participating in person during the meeting although it is not required. Seating is limited and available on a first-come, first-served basis.

Speaker time limits

In the interest of facilitating the conduct of the County's business, members of the public (speakers) who wish to address the legislative body during the meeting will have specific time limits as enumerated below. Consent matters are acted upon as one unit, while Public Hearings and separate matters are acted upon individually. Matters not on the posted agenda will be discussed in accordance with the order of the agenda. Speakers should not expect Board members to comment on or respond to comments directly during the meeting. The Board may request county staff to follow up with a speaker or provide additional information after the meeting or at a later date.

It is at the Chairperson's discretion to increase or decrease the time allocation. Each speaker shall limit remarks to the specified time allotment as follows:

- Speakers will have 3-minutes total for a single and/or multiple consent item(s)
- Speakers will have 3-minutes total for each hearing item
- Speakers will have 3-minutes total for each separate item

- Speakers will have 3-minutes total for any matter not on the posted agenda

IN-PERSON PUBLIC COMMENT

Speakers will be required to complete and submit a speaker request form to Clerk staff. The Chairperson will invite each individual to the podium to make a verbal comment.

WRITTEN COMMENT

- Send an email comment to BoardClerk@saccounty.gov (mailto:BoardClerk@saccounty.gov). Include meeting date and agenda item number or off-agenda item. Contact information is optional.
- Mail a comment to 700 H Street, Suite 2450, Sacramento, CA 95814. Include meeting date and agenda item number or off-agenda item. Contact information is optional.
- Written comments are distributed to members and filed in the record.

VIEW MEETING

The meeting will not be broadcast live. A recording will be made available following the meeting on Tuesday, November 8, 2022 at http://bospublicmeetings.saccounty.gov (http://bospublicmeetings.saccounty.gov).

MEETING MATERIAL

The on-line version of the agenda and associated material is available at http://bospublicmeetings.saccounty.gov (http://bospublicmeetings.saccounty.gov). Some documents may not be posted on-line because of size or format (maps, site plans, renderings). Contact the Clerk's Office at (916) 874-5411 to obtain copies of documents.

ACCOMMODATIONS

If there is a need for an accommodation pursuant to Americans with Disabilities Act (ADA), medical reasons or for other needs, please contact the Clerk of the Board by telephone at (916) 874-5411 (voice) and CA Relay Services 711 (for the hearing impaired) or email BoardClerk@saccounty.gov (mailto:Boardclerk@saccounty.gov) prior to the meeting.

THE BOARD OF SUPERVISORS WILL TAKE A LUNCH BREAK BETWEEN 12:00 PM AND 2:00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

CLERK TO ANNOUNCE VACANCIES TO THE FOLLOWING:

(Please See Pages 17 Through 18 For Further Information)
Sacramento County Alcohol and Drug Advisory Board
Sacramento County Mental Health Board

Section I - Matters Not On The Posted Agenda

1. Public Comments Relating To Matters Not On The Posted Agenda

Section II - Consent Matters (Items 2 - 61)

****
THE CONSENT MATTERS ARE ACTED UPON AS ONE UNIT.
IF AN ITEM IS TAKEN OFF THE CONSENT CALENDAR FOR
DISCUSSION IT WILL BE HEARD AT 2:00 PM.
****

2. Approval Of Outstanding Vendor Claims/Invoices Received (Clerk of the Board)

COUNTY EXECUTIVE

SACRAMENTO COUNTY WATER AGENCY
AND
SACRAMENTO COUNTY WATER FINANCING AUTHORITY
(Directors: R. Desmond, S. Frost, P. Kennedy, D. Nottoli, P. Serna)

3. Approve A Resolution Of The Board Of Directors Of the Sacramento County Water Financing Authority (SCWFA) Authorizing The Taking Of Any And All Actions Necessary To Implement The Application Of The Adjustable Interest Rate (LIBOR) Act As It Relates To The Sacramento County Water Financing Authority's Revenue Bonds, Series 2007B, Authorizing Certain Related Actions And Approving A Resolution Of The Board Of Directors Of The Sacramento County Water Agency Authorizing The Taking Of Any And All Actions Necessary To Address The Discontinuation Of LIBOR As It Relates To The SCWFA's Revenue Bonds, Series 2007B (Budget and Debt Management)
Supervisorial District(s): Desmond, Kennedy, Nottoli, Serna

BOARD OF SUPERVISORS

4. Approve A Resolution Authorizing The Recordation Of A Notice Of Cessation Of Special Tax For Community Facilities District No. 2014-1 (Reserve At Wildhawk) And Authorizing Related Actions (Budget and Debt Management)
Supervisorial District(s): Kennedy

5. Introduce An Ordinance Amending Chapter 21.15 Of The Sacramento County Code To Change The Method And Presentation Of The Capital Improvement Plans To Be Consistent With Current Practice And To Improve The Process; Waive Full Reading And Continue To November 8, 2022 For Adoption (Budget and Debt Management)
Supervisorial District(s): All

6. Adoption Of The Proposed Conflict Of Interest Code Of The Cosumnes Community Services District (Clerk of the Board)
Supervisorial District(s): All

7. Adoption Of The Proposed Conflict Of Interest Code Of The Elk Grove Unified School District (Clerk of the Board)
Supervisorial District(s): All

8. Adoption Of The Proposed Conflict Of Interest Code Of The Sacramento Regional Transit District (Clerk of the Board)
Supervisorial District(s): All

9. Authorization To Appoint Jennifer Hernandez As Executive Director Of The Sacramento Employment And Training Agency (County Executive)
Supervisorial District(s): All

10. Authorization To Appoint Timothy Lutz As Director Of Health Services (County Executive)
Supervisorial District(s): All

ADMINISTRATIVE SERVICES

11. Resolution Approving The Appointment Of The Director Of Finance As Registrar And Paying Agent For The Fair Oaks Recreation And Park District Election Of 2018 General Obligation Bonds, Series 2022 (Finance)
Supervisorial District(s): Desmond, Frost

12. Authorize The Execution Of Lease Agreement No. 1894 For The Sacramento Sheriff's Office At 10117 Mills Station Road In The City Of Rancho Cordova; Environmental Document: Categorical Exemption (Control No. PLER2022-00070) (General Services)
Supervisorial District(s): Nottoli

13. Introduce An Ordinance To Establish Juneteenth As A County Holiday By Amending Chapter 2.78.710 Of The Sacramento County Code; Authorize The Department To Continue Negotiations With Recognized Employee Organizations Not Yet Having Contract Language Addressing The Juneteenth Holiday, Inclusive Of An Increase In the Holiday-In-Lieu Hours Accrual From 4.3 To 4.6 And From 6.0 To 6.4 For Firefighting Employees Assigned To A 24-Hour Schedule Per Pay Period Effective January 1, 2023; Waive Full Reading And Continue To December 6, 2022 For Adoption (Personnel Services)
Supervisorial District(s): All

14. Salary Resolution Amendment And Amendments To The Conflict Of Interest Code For The Month Of October 2022 Including Recommendations Of The Administrative Assistant To The County Executive, Sanitation Worker, The Manager Of Special District Services And The Environmental Legislative And Regulatory Affairs Class Studies (Personnel Services)
Supervisorial District(s): All

15. Salary Resolution Amendment (SRA No. 2023-036B) To Add 1.0 FTE Human Resources Manager 2 And Approve The Appropriation Adjustment Request (AAR No. 2023-2002) (Personnel Services)
Supervisorial District(s): All

16. Authorize The Registrar Of Voters To Execute A Revised And Retroactive Contract With The Secretary Of State For Voting System Replacement In An Amount Up To $5,571,496 With A Term Of August 1, 2022 Through December 31, 2024 (Voter Registration and Elections)
Supervisorial District(s): All

COMMUNITY SERVICES

17. Authorize The Director Of Airports To Execute The Fourth Amendment To The Food And Beverage Concession Agreement Between The County Of Sacramento And SSP America, Inc., At Sacramento International Airport (Airports)
Supervisorial District(s): Serna

18. Approval Of The Riverview Phase 1A Final Map And Subdivision Improvement Agreement (Community Development)
Supervisorial District(s): Frost

19. Approval Of The Riverview Phase 1B Final Map And Subdivision Improvement Agreement (Community Development)
Supervisorial District(s): Frost

20. Approval Of The Wildhawk North Unit 3 Final Map And Subdivision Improvement Agreement (Community Development)
Supervisorial District(s): Kennedy

21. Approval Of The Gerber Creek Final Map And Subdivision Improvement Agreement (Community Development)
Supervisorial District(s): Kennedy

22. Approve The Summary Vacation Of A Public Right-Of-Way And Reserve The Underlying Public Utility Easement Located At 8241 Augusta Way Located In The South Sacramento Community; Environmental Determination: Categorical Exemption (Control No. PLER2022-00083) (Community Development)
Supervisorial District(s): Serna

23. Contract No. 4462, "Module 4, Phase 1 Base Liner System, Kiefer Landfill," Final Contract Acceptance (Community Development)
Supervisorial District(s): Frost

24. Contract No. 4485, "State Route 99 Connector To Interstate 5/Metro Air Parkway Northbound Auxiliary Lane Improvements Project," Final Contract Acceptance (Community Development)
Supervisorial District(s): Serna

25. Adopt A Resolution Authorizing Execution Of A Retroactive Amendment To The Agreement With The Sacramento Regional Conservation Corps For The American River Parkway Signs Replacement Project (Regional Parks)
Supervisorial District(s): Desmond, Nottoli, Serna

26. Authorize The Director Of Regional Parks To Enter Into A Memorandum Of Understanding With The City Of Rancho Cordova For Tree Mitigation Within The American River Parkway (Regional Parks)
Supervisorial District(s): Nottoli

27. Authorize The Director Of Regional Parks To Execute A Contract For Professional Services To Develop A Plan For Fire Fuel Reduction And Other Related Services To Support Woodland Health Within And Adjacent To Deer Creek Hills Preserve, The American River Parkway And The Dry Creek Parkway In Sacramento County (Regional Parks)
Supervisorial District(s): Desmond, Frost, Nottoli, Serna

28. Approve Authority To Apply For Grant Funding From The Trade Corridor Enhancement Program (Transportation)
Supervisorial District(s): All

29. Approve Funding For Hanfield Drive In 2023 Neighborhood Traffic Management Program Projects (Transportation)
Supervisorial District(s): Nottoli

30. Approve Retroactive Authority To Apply For Grant Funding From The California Transportation Commission/California Department Of Transportation (Caltrans) Active Transportation Program, Sacramento Area Council Of Governments Regional Active Transportation Program, Caltrans Local Highway Safety Improvement Program And United States Department Of Transportation Safe Streets And Roads For All Program, Authority To Apply For Grant Funding From The California Transportation Commission Local Partnership Program And Authority To Accept Funding And Perform All Other Related Actions (Transportation)
Supervisorial District(s): All

31. Authorize The Director Of The Department Of Transportation To Execute The First Amendment To The Agreement With The California Department Of Transportation For The State Route 99 Steel Art Panel Project (Contract No. 70848) (Transportation)
Supervisorial District(s): Kennedy, Serna

32. Approve An Amendment To The Fiscal Year 2022-23 Five-Year Capital Improvement Plan – Waste Management And Recycling And Approve An Appropriation Adjustment Request In The Amount Of $34,650,000 For The Construction Of A New Commercial Waste And Organics Transfer Building (AAR No. 2023-2003) (Waste Management and Recycling)
Supervisorial District(s): All

33. Contract No. 4474, "North Area Recovery Station Commercial Waste Transfer Building Project," Bids To Be Received On December 22, 2022; Environmental Document: Mitigated Negative Declaration (Control No. PLER2019-00074) (Waste Management and Recycling)
Supervisorial District(s): Desmond

34. Contract No. 4561, "Kiefer Landfill Module 4, Phase 2 Base Liner, And Module 1, Phase 4 And 5 Final Cover," Award Of Bid To Ford Construction Company, Inc.; Environmental Document: Supplemental Environmental Impact Report (Control No. 91-PWE-0319) (Waste Management and Recycling)
Supervisorial District(s): Frost

35. Contract No. 4564, "North Area Recovery Station Scale Installation Project," Bid Award In The Amount Of $1,514,384 To Abide Builders, Inc. (Waste Management and Recycling)
Supervisorial District(s): Desmond

36. Adopt A Resolution Appointing The Nominated Commercial/Industrial Self-Supplied Alternate Representative Nate Ellis To The Governing Board Of The Sacramento Central Groundwater Authority (Water Resources)
Supervisorial District(s): All

PUBLIC SAFETY AND JUSTICE

37. Authorize The Chief Probation Officer To Execute An Expenditure Agreement With The California Department Of Corrections And Rehabilitation To House Juvenile Justice Realigned Youth At The Pine Grove Youth Conservation Camp In The Amount Of $184,690 From The Date Signed Through June 30, 2024 (Probation)
Supervisorial District(s): All

38. Authorization To Accept The California Department Of State Parks And Recreation Division Of Boating And Waterways And Surrendered And Abandoned Vessel Exchange Fiscal Year 2022-24 Grant Funding In The Amount Of $249,860 For The Period Beginning Upon Execution Through September 30, 2024 (Sheriff)
Supervisorial District(s): All

39. Introduce An Ordinance Of The Sacramento County Code Amending Sections Of Chapter 3.42 Relating To Administration Fees For Employment Of Off-Duty Sheriff's Deputies; Waive Full Reading And Continue To November 8, 2022 For Adoption (Sheriff)
Supervisorial District(s): All

40. Retroactive Authorization To Accept Additional Cooperative Agreement Funding From The United States Department Of The Interior Bureau Of Land Management In The Amount Of $150,000 For The Period Of August 31, 2022 Through September 30, 2023 For The Rio Cosumnes Correctional Center Wild Horse Jail Training, Adoption And Holding Program And Approval Of Appropriation Adjustment Request (AAR No. 2023-2001) (Sheriff)
Supervisorial District(s): All

41. Retroactive Authorization To Apply For The Domestic Cannabis Eradication/Suppression Program Grant Funding From The United States Department Of Justice In The Amount Of $100,000 For The Period Of October 1, 2022 Through September 30, 2023 (Sheriff)
Supervisorial District(s): All

SOCIAL SERVICES

42. Appoint The Recommended Members To The Sacramento County Medi-Cal Dental Advisory Committee (Health Services)
Supervisorial District(s): All

43. Authority To Amend And Increase An Expenditure Agreement With The Regents Of The University Of California By $470,721 For The Term Ending June 30, 2023 To Add An Internal Medicine Specialist To The Sexual Health Clinic And Clinical Research Coordinators For Monkeypox Treatment Coordination (Health Services)
Supervisorial District(s): All

44. Authority To Amend And Increase The Agreement With The Regents Of The University Of California By $4,141,678, From $21,036,869 To $25,178,547, With The Term Ending On June 30, 2023 For The Provision Of Continuing Mental Health Services At Sacramento County Adult Correctional Facilities (Health Services)
Supervisorial District(s): All

45. Authority To Amend And Increase The Agreement With WellSpace Health By $36,279, From $74,000 To $110,279, With The Term Ending On June 30, 2023 For The Provision Of Substance Use Disorder Services At Sacramento County Adult Correctional Facilities (Health Services)
Supervisorial District(s): All

46. Authority To Establish A New Driving Under The Influence Program In Sacramento County (Health Services)
Supervisorial District(s): All

47. Authority To Execute Two Expenditure Agreements With Strategy Media, Inc., Doing Business As Tribal Ecosystems And United And Guided, Each In The Amount Of $450,000 For The Term Beginning November 1, 2022 Through October 31, 2024 For The Perinatal Equity Initiative (Health Services)
Supervisorial District(s): All

48. Retroactive Authority To Accept Up To $975,000 In Funding From The United States Department Of Health And Human Services, Health Resources And Services Administration And Authority To Execute A Retroactive Multi-Year Revenue Agreement For The Term Beginning On September 1, 2022 Through August 31, 2025 For Primary Care HIV Prevention (Health Services)
Supervisorial District(s): All

49. Retroactive Authority To Apply For And Accept Grant Funds From The Mental Health Services Oversight And Accountability Commission (MHSOAC) In The Amount Of $1,619,403; Authority To Amend And Increase A Revenue Agreement With MHSOAC By $1,619,403, From $6,000,000 To $7,619,403, And To Extend The Term Through December 31, 2026; And Authority To Execute A Retroactive Expenditure Agreement With The Sacramento County Office Of Education In An Amount Up To $7,133,190 For The Term Of July 1, 2022 Through June 30, 2023 For The Provision Of School-Based Mental Health Services For Children And Youth (Health Services)
Supervisorial District(s): All

50. Authority For The Department Of Human Assistance To Execute A Contract With Bay Area Community Services As The Provider For The Landlord Engagement And Assistance Program For The Period Of November 1, 2022 Through June 30, 2023 With The Option Of Two One-Year Renewals (Homeless Initiatives)
Supervisorial District(s): All

51. Retroactive Authority To Enter Into Contracts With New Direct Hire Employers As They Become Eligible To Participate In The Expanded Subsidized Employment Program Utilizing The Subsidized Employment Pooled Authority In The Amount Of $7,351,844 Effective July 1, 2022 Through June 30, 2023 (Human Assistance)
Supervisorial District(s): All

COUNTY COUNSEL

52. Resolution Appointing The Election Board For Reclamation District No. 1000 (County Counsel)
Supervisorial District(s): Serna

53. Resolution Authorizing Continued Remote Teleconference Meetings Pursuant To The Ralph M. Brown Act (County Counsel)
Supervisorial District(s): All

RECOMMENDATIONS OF THE BOARD OF SUPERVISORS

54. Resolution Requesting The United States Congress To Pass The Afghan Adjustment Act
Supervisorial District(s): Desmond, Kennedy

55. Resolution Congratulating ACC Senior Services On 50 Years Of Stewardship
Supervisorial District(s): Kennedy

56. Resolution Recognizing October 2022 As Breast Cancer Awareness Month
Supervisorial District(s): Frost

57. Resolution Congratulating KFBK News Radio On Its 100th Anniversary
Supervisorial District(s): Nottoli

58. Resolution Proclaiming December 5, 2022 As Joan Didion Day
Supervisorial District(s): Nottoli

59. Resolution Recognizing John And Betty Hall As The Elk Grove Citizens Of The Year
Supervisorial District(s): Nottoli

60. Ratification Of Appointment Of Bianca Brown And Diana Haus To The Sacramento County Commission On The Status Of Women And Girls

61. Ratification Of Appointment Of Diana Schmidt To The Subdivision Review Committee

Section III - Timed Matters

****
TIMED MATTERS CANNOT BE ACTED UPON
BEFORE THE SCHEDULED TIME. TIMED MATTERS WILL BE
HEARD AS CLOSE TO THE TIME SCHEDULED AS POSSIBLE.
****

PRESENTATIONS

62. 10:00 AM -- Presentation Of Resolution Recognizing October 2022 As Breast Cancer Awareness Month
Supervisorial District(s): Frost

63. 10:00 AM -- Presentation By The Delta Protection Commission On The Sacramento San Joaquin Delta National Heritage Area
Supervisorial District(s): Nottoli

64. 10:00 AM -- Sacramento County 2021 Crop And Livestock Report Presentation (Agricultural Commissioner/Sealer of Weights and Measures)
Supervisorial District(s): All

65. 10:15 AM -- University Of California Cooperative Extension Multi-County Partnership Presentation (County Executive)
Supervisorial District(s): All

HEARING MATTERS

66. 10:30 AM -- County Service Area No. 1, Zone No. 1 - Public Hearing On The Benefit Category Change And Levy Of Increased Service Charges For The Singh's Estates Subdivision (APNs 066-0080-008-0000 And 066-0080-009-0000) (Community Development)
Supervisorial District(s): Nottoli
Impact Area(s): Unincorporated County

67. 10:30 AM -- Approve And Authorize Submission To The United States Department Of Housing And Urban Development Of The 2023 One-Year Action Plan For The Community Development Block Grant, HOME Investment Partnerships Program (HOME), HOME American Rescue Plan Program And Emergency Solutions Grant For Projects And Programs; Amendment Of Prior Years' Action Plans; Amendment To The Sacramento Housing And Redevelopment Agency Budget; Authorization To Enter Into An Agreement With Municipalities For Regional Affirmatively Furthering Fair Housing Contract And To Solicit, Award And Execute Contract And HOME American Rescue Plan Program (Sacramento Housing and Redevelopment Agency)
Supervisorial District(s): All
Impact Area(s): Countywide

68. 10:45 AM -- Authorize The Director Of Airports To Increase Public Parking Rates At Sacramento International Airport Up To A Maximum Of Five Percent Per Year Over The Next Five Years (Airports)
Supervisorial District(s): Serna
Impact Area(s): Countywide

69. 11:00 AM -- Authorize The Implementation And Collection Of An $8.00 Per Transaction Day Customer Facility Charge From Airport Rental Car Companies For Purposes Of Designing, Financing And Constructing A Consolidated Rental Car Facility At Sacramento International Airport (Airports)
Supervisorial District(s): Serna
Impact Area(s): Countywide

THE BOARD OF SUPERVISORS WILL HOLD A CLOSED SESSION AS THE AGENDA SCHEDULE PERMITS TO DISCUSS THE FOLLOWING:
SEE PAGES 18 THROUGH 19 FOR CLOSED SESSION ITEMS SCHEDULED

2:00 PM - HEARING MATTERS AND CONSENT MATTERS HELD FROM THE MORNING SESSION FOR CONSIDERATION/DISCUSSION

70. 2:00 PM -- Report On COVID-19 Response (Health Services)
Supervisorial District(s): All
Impact Area(s): Countywide

71. 2:00 PM -- PLNP2022-00087. North Vineyard Greens Unit 3, Lot 5 (XSB). A Time Extension For A Vesting Tentative Subdivision Map To Divide 1.98 Acres Into 10 Single-Family Residential Lots In The RD-5 Zone For A Property Located East Of Waterman Road And North Of The Intersection Of Gerber Road And Waterman Road In The Vineyard Community. Applicant: Waterman And Gerber 32, LLC; APN: 065-0260-005-0000; Prior Supplemental Environmental Impact Report (Community Development)
Supervisorial District(s): Nottoli
Impact Area(s): Unincorporated County

72. 2:15 PM -- PLNP2022-00071. North Vineyard Greens Unit 11 (XSB). A One-Year Time Extension For A Vesting Tentative Subdivision Map To Divide Approximately 20 Acres Into 85 Single-Family Residential Lots And Four Landscape Lots In The RD-5 Zone For A Property Located North Of Gerber Road At The Intersection Of Gerber Road And Waterman Road In The Vineyard Community. Applicant: Waterman And Gerber 32, LLC; APNs: 065-0260-017 And -018; Environmental Document: Prior Mitigated Negative Declaration (Community Development)
Supervisorial District(s): Nottoli
Impact Area(s): Unincorporated County

73. 2:15 PM -- PLNP2020-00233. Sacramento County Active Transportation Plan. A General Plan Amendment To Modify The Text Of The Air Quality Element, Circulation Element And Environmental Justice Element To Remove Reference Of The Bicycle And Pedestrian Master Plans To Be Replaced By The Proposed Sacramento County Active Transportation Plan And A Zoning Ordinance Amendment To Amend The Old Florin Town Special Planning Area To Be Consistent With The Active Transportation Plan (Community Development)
Supervisorial District(s): All
Impact Area(s): Unincorporated County

74. 2:30 PM -- PLNP2021-00195. Lund Construction Co., Headquarters Rezone (GPB-CZB). A General Plan Amendment, Community Plan Amendment And Rezone For A Property Located On The South Side Of Antelope Road Approximately 550 Feet West Of Roseville Road In The North Highlands Community. Applicant: Lund Construction Co.; APNs: 222-0360-035 And -036; Environmental Document: Mitigated Negative Declaration (Community Development)
Supervisorial District(s): Desmond
Impact Area(s): Unincorporated County

75. 2:45 PM -- Authorize The Execution Of A Sales And Purchase Agreement With Exeter 4837 Watt, LLC, A Delaware Limited Liability Company, For The Acquisition Of Real Property At 4837 Watt Avenue (APN 240-0550-059); Approve Funding From Phase Two Of The American Rescue Plan Act For The Department Of General Services To Consummate The Acquisition With A Purchase Price Of $22,800,000 And Estimated Closing Costs Of $25,679; And Approve An Appropriation Adjustment Request In The Amount Of $22,825,679 For The Department Of General Services (AAR No. 2023-2006); Environmental Document: Categorical Exemption (Control No. PLER2022-00107) (General Services)
Supervisorial District(s): Desmond
Impact Areas: Unincorporated Area

Section IV - Separate Matters

****
SEPARATE MATTERS WILL BE ACTED UPON
AS THE HEARING SCHEDULE PERMITS.
****

BOARD OF SUPERVISORS

76. BOARD TO CONSIDER NOMINATIONS TO THE FOLLOWING:
Adult and Aging Commission
Antelope Community Planning Advisory Council
Assessment Appeals Board
Building Board of Appeals
Carmichael Recreation and Park District
Carmichael/Old Foothill Farms Community Planning Advisory Council
Cemetery Advisory Commission
Children's Coalition
Cordova Community Planning Advisory Council
Cosumnes Area Community Planning Advisory Council
County Service Area #4B-Sloughhouse/Wilton/Cosumnes
County Service Area #4C - Delta
Delta Citizens Municipal Advisory Council
Developmental Disabilities Planning and Advisory Council
Elk Grove - Cosumnes Cemetery District
Equal Employment Opportunity Advisory Committee
Fair Oaks Community Planning Advisory Council
In-Home Supportive Services Advisory Committee
Local Child Care Planning and Development Council
Maternal, Child and Adolescent Health Advisory Board
Natomas Community Planning Advisory Council
North Highlands /Foothill Farms Community Planning Advisory Council
Orangevale Community Planning Advisory Council
Rio Linda/Elverta Community Planning Advisory Council
Sacramento County Behavioral Health Youth Advisory Board
Sacramento County Bicycle Advisory Committee
Sacramento County Commission on the Status of Women and Girls
Sacramento County Mental Health Board
Sacramento County Treasury Oversight Committee
Sacramento County Youth Commission
Sacramento Environmental Commission
South Sacramento Area Community Planning Advisory Council
Southeast Area Community Planning Advisory Council
Veterans Advisory Commission
Vineyard Area Community Planning Advisory Council

77. County Executive Comments

78. Supervisor Comments, Reports And Announcements

Section V - Miscellaneous Matters

****
MISCELLANEOUS MATTERS ARE NON-ACTION
ITEMS LISTED FOR THE RECORD ONLY.
****

Communications Referred To Departments
In Accordance With Resolution No. 83-1346

79. Cordova Recreation And Park District - Proposed Amendments To The Conflict Of Interest Code For Cordova Recreation And Park District
(Referred To County Counsel And Clerk Of The Board For Information And Processing; Copies To Each Board Member)

80. Federal Emergency Management Agency - Notice Of Revised Flood Insurance Rate Map And Flood Insurance Study Report For Sacramento County And Incorporated Areas And Notice Of 90-Day Appeal Period Ending November 21, 2022
(Referred To Water Resources For Information And Processing; Copies To Each Board Member)

81. Reclamation District No. 1000 - Request To Appoint Linda Carrera, Ashley Labar And Jason Alexander As The Election Board For The 2022 General District Election
(Referred To County Counsel And Voter Registration And Elections For Information And Processing; Copies To Each Board Member)

82. Sacramento Employment Training Agency - Proposed Amendments To The Conflict Of Interest Code For Sacramento Employment Training Agency
(Referred To County Counsel And Clerk Of The Board For Information And Processing; Copies To Each Board Member)

83. San Juan Unified School District - Proposed Amendments To The Conflict Of Interest Code For San Juan Unified School District
(Referred To County Counsel And Clerk Of The Board For Information And Processing; Copies To Each Board Member)

Communications Received And Filed
In Accordance With Resolution No. 83-1346

84. Sacramento County Board Of Supervisors - Supervisor Patrick Kennedy Of The Second Supervisorial District Traveled To Seattle, Washington On October 9 Through 12, 2022 For The American Public Transportation Association's TRANSform Conference
(Copies To Each Board Member)

85. Sacramento County Department Of Airports - Updates To The Airport Rules And Regulations
(Copies To Each Board Member)

86. Sacramento County Department Of Finance - Pooled Investment Fund Review - August 2022
(Copies To Each Board Member)

87. Sacramento County Department Of Health Services – Public Health Annual Report, Fiscal Year 2021-22
(Copies To Each Board Member)

88. Sacramento County Department Of Transportation - Contract No. 4535, "AC Overlay Project SACOG 2022 – Phase 2; Fruitridge Road Complete Streets Rehabilitation Project," Award Of Bid To A. Teichert & Son, Inc., Doing Business As Teichert Construction In The Amount Of $3,989,490.20
(Copies To Each Board Member)

89. Sacramento County Office Of Education - Williams Review Annual Report For Fiscal Year 2021-22 For Twin Rivers Unified School District
(Copies To Each Board Member)

90. State Of California Department Of Water Resources - Notice Of Availability Of The 2022 Central Valley Flood Protection Plan Update
(Copies To Each Board Member And Water Resources)

91. State Of California Fish And Game Commission - Notice Of Proposed Emergency Regulations Concerning The Use Of Hoop Nets For The Recreational Take Of Crab And Lobster
(Copies To Each Board Member, Regional Parks And Water Resources)

WARN NOTICES/BUSINESS CLOSURES

92. Acuity Brands Lighting, Inc. - Notice Of Permanent Layoff Of 74 Employees At Sacramento Area Worksite Located At 6201 27th Street, Sacramento
(Copies To Each Board Member And Economic Development)

APPLICATIONS FOR THE FOLLOWING VACANCIES MAY BE OBTAINED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, SUITE 2450, COUNTY ADMINISTRATION BUILDING, 700 H STREET, SACRAMENTO; IN THE CENTRAL LIBRARY, 828 I STREET; ANY BRANCH OF THE CITY/COUNTY LIBRARY OR MAY BE ACCESSED THROUGH THE CLERK OF THE BOARD'S WEBSITE AT http://www.sccob.saccounty.net/pages/boards.html

SACRAMENTO COUNTY ALCOHOL AND DRUG ADVISORY BOARD

This board participates in the planning process and review of procedures used to ensure community involvement at all stages of the planning process leading to the formulation and adoption of the county alcohol and drug program plans. There is ONE seat to be filled due to the resignation of technical representative J. Hoyt. Application filing period will be from 10/31/22 to 11/11/22 and will be considered by the Board of Supervisors on 11/15/22. For further information regarding the functions of this board, please contact Jason Richards at (916) 875-6482

SACRAMENTO COUNTY MENTAL HEALTH BOARD

The purpose of this board is to review and evaluate the community's mental health needs, services, facilities and special problems. There is ONE seat to be filled due to the resignation of consumer member representative J. Morales (District 5 nomination). Application filing period will be from 10/31/22 to 11/11/22 and will be considered by the Board of Supervisors on 11/15/22. For further information concerning the functions of this board, please contact Jason Richards at (916) 875-6482.

PERSONS APPOINTED BY THE BOARD OF SUPERVISORS SHALL BE REQUIRED TO FILE A FINANCIAL DISCLOSURE STATEMENT, CATEGORY A, AND TAKE A TWO-HOUR ETHICS TRAINING COURSE FOR LOCAL OFFICIALS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))

Brooks Bridges, et al. v. County of Sacramento, et al.
(United States District Court, Eastern District
Case No. 2:18-cv-02978 MCE JDP)

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant Exposure to Litigation
(Government Code Section 54956.9(d)(2))

Kelly Gill, Sacramento County Claim No. W216718-1159

One Potential Case

REAL PROPERTY NEGOTIATIONS
(Government Code Section 54956.8)

Property: APNs 077-0050-058, 067-0990-005, 067-0010-039, 067-0010-093 and 067-0010-094
Parties: The County of Sacramento and the City of Rancho Cordova
Negotiations: Purchase, Sale and Transfer of Parcels at Mather Commerce Center to the City of Rancho Cordova
Negotiator: County Executive

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code Section 54957(b))
(Continued From October 4, 2022)

County Executive

Appendix "B"

COUNTY OF SACRAMENTO
CALIFORNIA

16

For the Agenda of:
October 25, 2022

To:	Board of Supervisors
Through:	Ann Edwards, County Executive
	David Villanueva, Deputy County Executive, Administrative Services
From:	Hang Nguyen, Interim Registrar of Voters, Voter Registration and Elections
Subject:	Authorize The Registrar Of Voters To Execute A Revised And Retroactive Contract With The Secretary Of State For Voting System Replacement In An Amount Up To $5,571,496 With A Term Of August 1, 2022 Through December 31, 2024
District(s):	All

RECOMMENDED ACTION

Adopt the attached resolution authorizing the Registrar of Voters or designee to:

1. Execute a revised and retroactive contract, Agreement Number: 22G30103, with the Secretary of State for Voting System Replacement in an amount up to $5,571,496, with a term of August 1, 2022 through December 31, 2024.
2. Authorize the Registrar of Voters or designee to accept, modify, or extend a contract with the Secretary of State for Voting System Replacement.

BACKGROUND

The state budget originally provided $134 million for counties to modernize voting systems. In 2019 the County executed a contract, Agreement Number 18G30134 (ATT 1), with the Secretary of State (SOS) in an amount up to $4,714,500 with a term through June 30, 2022. In 2020, the County executed a revised contract in an amount up to $7,774,350. Of those funds, the County has received disbursements from qualifying expenditures in an amount totaling $2,202,854, with $5,571,496 remaining after expiration of the contract term on June 30, 2022.

Execution of Agreement Number 22G30103 (ATT 2) will allow the Department to enter into a new contract with the SOS for a term beginning August 1, 2022 and ending December 31, 2024 and claim remaining revenue of up to $5,571,496 for qualifying expenditures made through December 31, 2024.

Qualifying expenditures include voting systems that have been certified or conditionally certified pursuant to the California Voting System Standards (CVSS); electronic poll books and ballot on demand systems certified by the SOS; vote by mail ballot drop boxes, ballot sorting, and processing equipment; remote accessible vote by mail systems certified or conditionally approved by the SOS; secure connectivity for the purpose of voter registration between the County, the SOS, and Vote Centers; enhancements or updates to the election management system; and costs reasonably related to the administration of an election during the COVID-19 pandemic.

This request is retroactive due to timing of the release of the contract. The SOS delayed the release of this contract, which did not allow the County adequate time to request board approval prior to the contract start date. As a result, this contract, with a start date of August 1, 2022, is retroactive.

In order to disburse funds from the State, the Secretary of State requires that certain documents be signed by the Chair of the Board of Supervisors or by a person authorized by the Board of Supervisors.

FINANCIAL ANALYSIS

The Voting System Equipment Replacement Contract allocates a maximum amount of up to $5,571,496 for reimbursement of voting systems replacement activities where the county has spent matching county funds on a dollar-for-dollar basis. Matching funds may also include federal funds such as Help America Vote Act (HAVA) funds. The Fiscal Year 2022-23 budget did not anticipate additional equipment; however, the Department will return to the Board if additional appropriations are required.

Attachments:
RES – Voting System Replacement Contract
ATT 1 – Agreement Number 18G30134
ATT 2 – Agreement Number 22G30103

RESOLUTION NO.

AUTHORIZE THE REGISTRAR OF VOTERS TO EXECUTE A RETROACTIVE CONTRACT FOR UP TO $5,571,496 FOR EQUIPMENT REPLACEMENT

BE IT RESOLVED that the Registrar of Voters, or her designee, on behalf of the COUNTY OF SACRAMENTO, be and is hereby authorized to accept, modify, or extend a retroactive contract with the California Secretary of State's office to accept funding in the amount of $5,571,496 with a term beginning August 1, 2022 and ending December 31, 2024, for costs associated with voting systems that have been certified or conditionally certified pursuant to the California Voting System Standards (CVSS); electronic poll books and ballot on demand systems certified by the SOS; vote by mail ballot drop boxes, ballot sorting, and processing equipment; remote accessible vote by mail systems certified or conditionally approved by the SOS; secure connectivity for the purpose of voter registration between the county, the SOS, and Vote Centers; enhancements or updates to the election management system; and costs reasonably related to the administration of an election during the COVID-19 pandemic.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 25th day of October, 2022, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.)

_____
Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk, Board of Supervisors

APPROVED
BOARD OF SUPERVISORS
By Reso No.s 2020-0124 & 2020-0125
FEB 25 2020
BY Florence Evans
Clerk of the Board

ATT 1

COUNTY OF SACRAMENTO
CALIFORNIA

10

For the Agenda of:
February 25, 2020

To:	Board of Supervisors
Through:	Navdeep S. Gill, County Executive
From:	Courtney Bailey-Kanelos, Registrar of Voters, Voter Registration and Elections
Subject:	Authorize The Registrar Of Voters To Execute Revised And Retroactive Contracts With The Secretary Of State For Voting System Replacement In An Amount Up To $7,774,350, And Voters Choice Act Implementation In The Amount Of $1,278,119, With Terms Ending June 30, 2022 And December 30, 2020, Respectively
District(s):	All

RECOMMENDED ACTION

Adopt the attached Resolutions authorizing the Registrar of Voters or designee to:

1. Execute a revised contract, Agreement Number: 18G30134, with the Secretary of State to accept State Voting System Replacement funding for costs associated with voting system modernization in an amount up to $7,774,350 from the original amount of $4,714,500, with a term of February 1, 2019 through June 30, 2022; and

2. Execute a retroactive contract, Agreement Number: 19S10061, with the Secretary of State to accept State funding in an amount up to $116,487 and Federal Help America Vote Act (HAVA) funding in an amount up to $1,161,632 for Voters Choice Act (VCA) Implementation costs, with a term of January 1, 2020 through December 30, 2020.

BACKGROUND

The state budget originally provided $134 million for counties to modernize voting systems. The revised contract provides counties an additional $87 million per the Voting System Replacement Contract. Eligible expenditures include replacement of voting systems, including all ballot tabulation equipment, mail sorting equipment, accessible equipment, election management system software and hardware, electronic poll books and ballot on demand printers.

County funds will be dispersed through a contract from the Secretary of State and will be reimbursement based, requiring the County to match funds for eligible expenditures on a three-to-one basis, up to the maximum allocated amount of $7,774,350, per Agreement Number: 18G30134. The County may seek reimbursement for payments pursuant to a purchase or lease agreement, or any other contract made after April 29, 2015 through June 30, 2022.

In addition, the Secretary of State was awarded $17.9 million in State and Federal HAVA grant funds from the U.S. Election Assistance Commission (EAC). Eligible expenditures include advertising, printing, translation, design of education and outreach materials, costs associated with VCA Implementation, and replacement of voting and election management systems.

County funds will be dispersed through a contract from the Secretary of State and will be reimbursement based; State and HAVA funding does not require a county match. Under this contract, the County may seek reimbursement for qualifying payments made January 1, 2019 through December 30, 2020 for VCA Implementation up to the maximum allocated amount of $1,278,119, per Agreement Number: 19S10061.

The Secretary of State staggered the release of these contracts, which did not allow the County adequate time to request board approval prior to the contract start date. As a result, the revised Voting System Replacement contract with a start date of February 1, 2019; and the VCA Implementation contract with a start date of January 1, 2020, are retroactive.

In order to disburse funds from the State and HAVA, the Secretary of State requires that certain documents be signed by the Chair of the Board of Supervisors or by a person authorized by the Board of Supervisors.

FINANCIAL ANALYSIS

The revised Voting System Replacement Contract allocates the maximum amount of $7,774,350, with qualifying payments of $1,147,258 already disbursed in Fiscal Year 2018-2019. The revised contract would allow an additional disbursement of $573,629 from the qualifying payments in Fiscal Year 2018-19. The remaining balance of $6,053,463, pending availability of County matching funds, disbursable through Fiscal Year 2021-2022.

The VCA Implementation contract allocates the maximum amount of $1,278,119, with qualifying payments disbursable through December 30, 2020.

Attachments:

RES – Voting System Replacement
RES – VCA Implementation
ATT 1 – Voting System Replacement Contract, Agreement Number: 18G30134
ATT 2 – VCA Implementation Contract, Agreement Number: 19S10061

RESOLUTION NO. 2020-0124

Authorize The Registrar Of Voters To Execute A Revised Contract For Up To $7,774,350 For Voting System Replacement

BE IT RESOLVED that the Registrar of Voters, or her designee, on behalf of the COUNTY OF SACRAMENTO, be and is hereby authorized to execute a revised contract with the California Secretary of State's office to accept funding in the amount of $7,774,350 beginning February 1, 2019 and ending June 30, 2022, for cost associated with Voting System Replacement.

On a motion by Supervisor Nottoli, seconded by Supervisor Kennedy, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 25th day of February, 2020, by the following vote, to wit:

AYES: Supervisors Frost, Kennedy, Nottoli, Peters, Serna

NOES: None

ABSENT: None

ABSTAIN: None

RECUSAL: None

(PER POLITICAL REFORM ACT (§18702.5))

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on 2-25-20

By: _____
Deputy Clerk, Board of Supervisors

COUNTY OF SACRAMENTO CALIFORNIA

Chair of the Board of Supervisors
of Sacramento County, California

ATTEST: _____
Clerk, Board of Supervisors

FILED
BOARD OF SUPERVISORS
FEB 25 2020
BY _____
Clerk of the Board

RESOLUTION NO. 2020-0125

Authorize The Registrar Of Voters
To Execute A Retroactive Contract For Up To $1,278,119
For VCA Implementation

BE IT RESOLVED that the Registrar of Voters, or her designee, on behalf of the COUNTY OF SACRAMENTO, be and is hereby authorized to execute a retroactive contract with the California Secretary of State's office to accept funding in the amount of $1,278,119 beginning January 1, 2020 and ending December 30, 2020, for costs associated with advertising, printing, translation, design of education and outreach materials, costs associated with VCA implementation, and replacement of voting and election management systems.

On a motion by Supervisor Nottoli, seconded by Supervisor Kennedy, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 25th day of February, 2020, by the following vote, to wit:

AYES: Supervisors Frost, Kennedy, Nottoli, Peters, Serna

NOES: None

ABSENT: None

ABSTAIN: None

RECUSAL: None

(PER POLITICAL REFORM ACT (§18702.5))

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on 2-25-20

By: _____
Deputy Clerk, Board of Supervisors

COUNTY OF SACRAMENTO SEAL CALIFORNIA

_____
Chair of the Board of Supervisors
of Sacramento County, California

FILED
BOARD OF SUPERVISORS
FEB 25 2020
BY: Florence Evans
Clerk of the Board

ATTEST: Florence Evans
Clerk, Board of Supervisors

ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES
1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel 916.653.5974 | Fax 916.653.8324 | www.sos.ca.gov

September 25, 2019

Sacramento County
Attn: **Courtney Bailey-Kanelos**
7000 65th Street Suite A
Sacramento, CA 95823-2315

Subject: Contract Number **18G30134 AMDT. #01 (Voting System Replacement)**

Please see the marked instruction/information below. If requested, please complete the following marked item(s) and return to the address stated below within ten (10) business days*:

☐ STD. 213, Standard Agreement with attached Exhibits. Please acquire the appropriate original signature on the first page of the STD. 213, and the additional three single STD. 213's and return the originally signed agreement package to the address above. **Please Note: Fax, photocopies and signature stamps are not acceptable.** Therefore, please make sure the STD. 213's have been originally signed. A fully executed copy will be returned to you once the contract execution has been completed.

☒ **STD. 213A, Standard Agreement Amendment with attached NEW Exhibit.** Please acquire the appropriate signature for the first page of the STD. 213A and the additional three (3) single STD. 213A's. **Please Note: Fax, photocopies and signature stamps are not acceptable. Therefore, please make sure all four (4) of the STD. 213A's have been originally signed.** A fully executed copy will be returned to you once the contract execution has been completed. **Please return the signed agreement amendment package to the following address (not returning the package this address will delay processing):**

Attn: Contract Services Unit
Secretary of State
1500 11th Street, Room 460
Sacramento, CA 95814

***IMPORTANT: If the signed agreement amendment package is not returned on or before June 1, 2020, this amendment may not be executed.**

☒ Along with the above referenced STD. 213A agreement amendment package, please **submit** a copy of the **resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office)**, which by law has granted the authority to enter into the proposed contract amendment, authorizing execution of the agreement.

Please Note: If the resolution (or other applicable document stated above) submitted with the originally executed contract also provides for the authority to enter into contract amendments, and DOES NOT INCLUDE any specific original contract dollar amount or contract term information, a copy of that same resolution (or other applicable document) should be sufficient for processing this agreement amendment request. Otherwise, a new resolution (or other applicable document) will need to be submitted accordingly. Please direct questions regarding this to the SOS Project Contact in your originally executed contract (Exhibit A – Scope of Work, Section C.).

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 06/03)

ATT 1

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
18G30134	01
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   Secretary of State
   CONTRACTOR'S NAME
   Sacramento County
2. The term of this Agreement is: February 1, 2019, or upon approval by Dept. of General Services, if required, whichever is later through June 30, 2022
3. The maximum amount of this Agreement after this amendment is: **$ 7,774,350.30**
   Seven million seven hundred seventy-four thousand three hundred fifty dollars and thirty cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
   1. The amount of the Agreement is hereby increased by $ 3,059,850.30 and shall not exceed $ 7,774,350.30, which includes $ 702,600.30 for election management system (EMS) specific funds.
   2. The term of the Agreement is hereby extended through June 30, 2022.
   3. Exhibit A – Scope of Work, Section E. Use of Funds. Item 9., is hereby added to the Agreement, as stated below:
      9. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O) expenses.
   4. Exhibit B – Budget Detail and Payment Provisions, Item 7. Retroactive Payments, is hereby replaced in its entirety, as stated below:
      7. <u>Retroactive Payments</u>
      Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015 and before June 30, 2022.
   5. Exhibit D – Special Terms and Conditions, Section A. Auditing, Item 1., is hereby by replaced in its entirety, as stated below:
      1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds as follows:
      a. Counties with 50 or fewer precincts will require no match of funds.
      b. Counties with 51 or more precincts will require 3:1 or 75%:25% match of funds.
   6. Exhibit B-1 – Funding Detail, is hereby added to the Agreement and attached hereto.

Except as stated herein, all other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* Sacramento County		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 7000 65th Street Suite A Sacramento , CA 95823-2315		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Chief, Management Services Division		[ ]
ADDRESS 1500 11th Street, Sacramento, CA 95814		

EXHIBIT B-1
(Standard Agreement)

FUNDING DETAIL

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of $ 7,774,350.30 as shown in the table below:

Total Budget	
FY 18/19 – Existing Contract Amount for replacement/upgrade to County voting systems	$ 4,714,500.00
FY 19/20 – Additional Funding for replacement/upgrade to County voting systems	$ 2,357,250.00
FY 19/20 – Additional funding specifically for election management system (EMS) replacement	$ 702,600.30
New Contract Amount	**$ 7,774,350.30**

ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES
1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel 916.653.5974 | Fax 916.653.8324 | www.sos.ca.gov

January 7, 2020

Sacramento County
Attn: **Courtney Bailey-Kanelos**
7000 65th Street Suite A
Sacramento , CA 95823-2315

Subject: Agreement Number **19S10061 (VCA Implementation)**

Please complete the following item(s) and return to the address stated below within ten (10) business days:

☒ **STD. 213, Standard Agreement with attached Exhibits.** Please acquire the appropriate original signature on the first page of the STD. 213, and the additional three single STD. 213's and return to the address below. **Please Note: Fax, photocopies and signature stamps are <u>not</u> acceptable.** Therefore, please make sure the STD. 213's have been originally signed. A fully executed copy will be returned to you once the contract execution has been completed. **Please return the originally signed agreement package to the following address:**

Attn: Contract Services Unit
Secretary of State
1500 11th Street, Room 460
Sacramento, CA 95814

***IMPORTANT: If the signed agreement package is not returned on or before June 1, 2020, this agreement may not be executed.**

☐ STD. 213A, Standard Agreement Amendment. Please acquire the appropriate signature for the first page of the STD. 213A and the additional three single STD. 213A's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.

☐ Executed copy for your records.

☐ STD. 204 Payee Data Record (STD. 204) - Complete and return.

☐ CCC 04/2017 Contractor Certification Clause - Complete and return.

☒ Along with the above referenced STD. 213 contract package, please **submit** a copy of the **resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office)**, which by law has granted the authority to enter into the proposed contract, authorizing execution of the agreement. ***Please Note: This agreement provides for State AND HAVA (Federal) funds to be used for reimbursement to the county. Therefore, IF the resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office) requires references to contract specific information, that information must be in accordance with the respective agreement. Documents containing inconsistent or incorrect information will not be accepted.***

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
19S10061	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Sacramento County

2. The term of this Agreement is:

START DATE
January 1, 2020 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE
December 30, 2020

3. The maximum amount of this Agreement is:
$1,278,119.00; One Million Two Hundred Seventy Eight Thousand One Hundred Nineteen Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	3 pages
	Exhibit B	Budget Detail and Payment Provisions	3 pages
	Exhibit B-1	Funding Detail	1 page
+ -	Exhibit C *	General Terms and Conditions	GTC 04/2017
+ -	Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	3 pages
+ -	Exhibit E	Additional Provisions	2 pages
+ -	Exhibit F	County Resolution	page(s)
+ -	Exhibit G	Contractor HAVA/VCA Implementation Activity Report	1 page

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)
Sacramento County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
7000 65th Street, Suite A	Sacramento	CA	95823

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
19S10061	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Secretary of State			
CONTRACTING AGENCY ADDRESS 1500 11th Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

The purpose of this Agreement is to provide **Sacramento County** with state and federal Help America Vote Act (HAVA) funds provided by the U.S. Election Assistance Commission (EAC) for county efforts to implement the Voter's Choice Act (VCA).

1) **General Uses**
Provided that the county has notified the Secretary of State of its intention to execute this contract, any funds received shall be used by **Sacramento County** for reimbursement of expenses related to implementation of the VCA incurred after January 1, 2019 and prior to December 30, 2020 for the HAVA funds, and prior to June 30, 2020 for the State funds (see attached Exhibit B-1 – Funding Detail), for one or more of the following purposes, except as otherwise provided:

a) **Equipment and Infrastructure**

i) New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
ii) Electronic poll books certified by the Secretary of State.
iii) Ballot on demand systems certified by the Secretary of State.
iv) Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
v) Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
vi) Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.
vii) Vote by mail ballot sorting and processing equipment.
viii) Mail tracking technology.

b) **Advertisement, Printing, Translation, and Design of Education and Outreach Materials.**

i) Development, production, translation, and transcription into Braille, audio, or CD/DVD format, of materials to be printed or posted online to educate or inform voters concerning the VCA;
ii) Development of translations into languages mandated by Elections Code Section 14201, and/or section 201 of the Federal Voting Rights Act;
iii) Procurement of services to assist voters with language needs at vote centers and through the toll-free hotline;
iv) Development of a website to educate voters on the VCA;
v) Public advertising of information on the VCA, including advertising on social media, newspapers, television, and radio;
vi) Mailers to disseminate information to registered voters on the VCA;

EXHIBIT A
(Standard Agreement)

vii) Printing of education materials such as flyers and posters;
viii) Translation of advertisements, mailers and education materials related to the VCA;
ix) Development of accessible advertisements, mailers and education and outreach materials related to the VCA.
x) Contracting services for Voter's Choice Act related education and outreach activities when the following requirements are fulfilled:
(1) The service provider shall deliver itemized invoices to the county elections official that outline the cost of each item, and the date when each service was completed.
(2) Services provided by this vendor shall only be related to Voter's Choice Act education and outreach activities.

c) **Mobile Vote Centers**

i) County may purchase mobile vote centers for use in their county. These mobile vote centers shall meet the minimum requirements below:
(1) The mobile voting unit shall be able to close entirely.
(2) The mobile voting unit shall have the ability to comply with public access requirements of the Americans with Disabilities Act (ADA). Resource for ADA Compliance is located at www.usdoj.gov/crt/ada.
(3) The mobile voting unit shall have an easy set-up with minimum time for completion with minimal or no tools required.
(4) If the mobile vote center is purchased new, the mobile voting unit shall have a minimum of a one-year warranty.
(5) The mobile voting unit shall have adequate interior lighting.
(6) The mobile voting unit shall have a power generator capable of providing power to run the necessary electrical equipment for the vote center.
ii) Mobile Vote Centers can only be purchased when a collection of tools, techniques, and best practices to reduce vulnerability in technology applications, systems, infrastructure, firmware, and other areas for the vehicle has been completed.
iii) Any wrap or signage must be informational in nature and cannot directly encourage voter registration or include 'get out the vote' messaging.
iv) The seller shall follow any Federal and California State laws applicable to the use and transport of trailers to resolve any structural needs not listed above.
v) If any requirement is deemed infeasible or does not follow Federal and California State guidelines, the seller shall identify it, explain why it is not feasible or is prohibited by law, and suggest alternative that are as close as possible to the request.
vi) The mobile vote centers are to be used for federal elections only. If used for statewide (nonfederal), county, or local elections the county is required to have in place appropriate record keeping of such use and allocate costs accordingly.
vii) Rental of vehicles specifically to tow mobile vote center to and from voting location.

EXHIBIT A
(Standard Agreement)

2) **Expenditure Guidelines**
If the county fails to implement the VCA during the 2020 election cycle after they have been reimbursed for expenses pursuant to this agreement made in relation to implementing the VCA, then the county shall reimburse the state any funds paid to them. Such funds shall be reimbursed by the county no later than 90 days after Election Day.

3) **Items Presumed to not be Reimbursable**
The following is a partial list of items presumed to not be reimbursable. This list is not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of state shall be the sole determiner of whether an expenditure is reimbursable or not.

a) Catering, food, or beverages.
b) General purpose equipment, including but not limited to, office equipment and furnishings, modular furniture, telephone networks and component parts that are not for the explicit use of facilitating electronic connections, and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system.
c) Facility rental, unless this is for the siting of vote centers.
d) General office supplies.
e) Gas (except travel reimbursements).
f) Parking fees (unless travel reimbursements).
g) Gifts, tags, pins, buttons, shirts or other promotional items for poll workers.
h) Invitations.
i) The cost of purchasing any real property.
j) Light bulbs.
k) Staff salaries of County employees not conducting one of the activities allowable.

4) **Project Contacts**
The program representatives during the term of the Agreement will be:

a. For County: **Courtney Bailey-Kanelos (916) 875-6451**

b. For Secretary of State: **Roberto Rizo,** Staff Analyst, Policy and Planning
(916) 695-1640 OR **rrizo@sos.ca.gov**

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

   Office of Secretary of State
   Attention: Accounts Payable
   P.O. Box 944260
   Sacramento, CA 94244-2600

   Invoices may be submitted via email to AccountsPayable@sos.ca.gov. Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act or a HAVA Spending Plan or Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act or a HAVA Spending Plan or Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Federal Funds**

   A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

   B. This contract is valid and enforceable only if the United State Government makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

   C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

   D. The County has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT A

4. The cost of leasing any real property;

5. The cost of promotional items and memorabilia;

6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined in Section E Paragraph 6 of this document; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;

7. General office supplies;

8. Any indirect rate or overhead costs distributed to county administrative support services.

G. DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING

If a county elections officials disposes of voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.

2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).

3. A solid audit trail should be maintained and include the following:

   a. All information relevant to valuation.

   b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

   c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

EXHIBIT A

4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval, the county shall provide the Secretary of State with documentation of payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made, including but not limited to invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600
Accountspayable@sos.ca.gov

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act or a Voting System Replacement Contract Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act or a Voting System Replacement Contract Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims, which are

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

EXHIBIT B

properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

4. Basis of Claims

Subject to the provisions of Paragraph 8 below related to the applicability of, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph D of Exhibit A "Scope of Work."

5. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

A. Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A "Scope of Work";

B. Include the total amount of the claim;

C. Identify whether additional claims are expected to be submitted;

D. Include the hourly charge of any contractor for which a claim is made for their time;

E. Include signed Contractor Activity Reports, please see sample, which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and

F. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

6. Retroactive Payments

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-98E5-8B85EBBAD3BE

EXHIBIT B

County may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before December 31, 2024.

7. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

8. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

9. Multiple Claims

County can submit multiple claims for Voting Systems Replacement funds authorized above, within the aggregate limit established for County.

10. Documentation to be Submitted

A. Each claim shall include a cover page that identifies the activity or service in Exhibit A and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.

C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

11. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC 04/2017) will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A Section E of this agreement on a dollar-for-dollar basis, up to a maximum amount of funds allocated for the contract, as allocated per county.

2. County shall maintain records in a manner that:

   a. Accurately reflects fiscal transactions with necessary controls and safeguards;

   b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

   c. Provides accounting data so the costs can readily be determined throughout Agreement period;

   d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.

3. Records shall be maintained for three years after termination of this Agreement and for at least one year following any audit or final disposition of any disputed audit finding.

4. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

5. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

EXHIBIT D

B. GENERAL PROVISIONS

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.

2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.

3. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in Exhibit A, paragraph H. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.

4. Funds not claimed by County within 30 days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within 180 days of the end date of this contract, shall revert to the Secretary of State.

5. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.

6. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms, or funding of Agreement in any manner.

7. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

EXHIBIT D

8. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.

9. If a county uses funding provided to it for activities described in Section E Paragraph 8 of this Agreement, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

EXHIBIT E

ADDITIONAL PROVISIONS

Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

EXHIBIT E

campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

DocuSign Envelope ID: B7EEDBEB-EC04-48AC-96E5-8B85EBBAD3BE

Exhibit G

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT

NAME	COMPANY NAME	Month/Year	Voting System Replacement Coordinator's Approval
Contract Number:	Location (Sacto/LA)		

VOTING SYSTEM REPLACEMENT ACTIVITY HOURS

	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1
1																																	
2																																	
3																																	
4																																	
5																																	
6																																	
7																																	
8																																	
9																																	
10																																	
11																																	
12																																	
13																																	
14																																	
15																																	
16																																	
17																																	
18																																	
19																																	
20																																	
21																																	
22																																	
23																																	
24																																	

PROGRAM TIME REPORTING

DELIVERABLE NAME	ORG	HOURS
(Taken from proposal and contract)		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
	MONTHLY TOTAL	0.0

SIGNATURE OFCONTRACTOR	DATE

Robert E. Thomas, III
150 S. Nevada Hwy 160, Ste 8-310
Pahrump, NV 89048
(530) 828-1234
NCS51Legal@yahoo.com
Cal. Bar #60098
Attorney for Plaintiffs

FILED/ENDORSED
OCT 25 2022
By: E. Medina
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

34-2022-00328797

Chris Bish, Paul Preston, in his own behalf and as President of New California State, and John Does 1-100,	Case No.
vs,	NOTICE OF *EX PARTE* APPLICATION FOR TEMPORARY RESTRAINING ORDER AND FOR PRELIMINARY INJUNCTION
Shirley N. Weber, individually and as Secretary of State, Courtney Bailey-Kanelos, individually and as the Clerk-Registrar of Sacramento County, Hang Nguyen, individually and as the Clerk-Registrar of Sacramento County, Sacramento County, and John Does 1-100, Defendants.	DATE: 10-28-2022 DEPT: 53 TIME: 9:45am

.....
....

COMES NOW Plaintiffs who allege and depose as follows:

1.

Plaintiffs Chris Bish and Plaintiff John Does 1-100 are Sacramento County electors who voted in the 2022 Primary Election and will be voting in the 2022 General Election.

2.

Defendant Susan N. Weber is the California Secretary of State and has jurisdiction over elections in California. Courtney Bailey-Kanelos is the Clerk/Registrar of Voters in Sacramento County and was such during the Primary Election held in June, 2022, and had jurisdiction over the voting process, including the certification of voting machines prior to and including the time of the California Primary Election in June, 2022. Hang Nguyen is the interim Clerk/Registrar of Voters in Sacramento County currently holding office in Sacramento County and has jurisdiction over the voting process, including the certification

of voting machines between the California Primary Election to and including the time of the California General Election in November, 2022.

3.

Item #16 on the Sacramento County Board of Supervisors' agenda is a request by the Registrar of Voters to "retroactively" fund payments to the Secretary of State which Plaintiffs are informed and believe will also have the effect of certifying voting systems and voting machines which are not certified for use in California.

This Application seeks to stop the use of these voting machines and voting systems until the machines and systems are certified for use under the Court's supervision and the results are published in open Court.

4.

This Application further requests this Honorable Court prohibit the Sacramento Board of Supervisors from voting on Agenda Item #16, or, if the Agenda Item has already been voted on by the time this Honorable Court hears this matter or Plaintiffs can serve the Restraining Order on Defendants, that the County of Sacramento and the Registrar of Voters be prohibited from using the voting machines and voting systems until an evidentiary hearing can be had in this matter.

Dated: October 24, 2022

Robert E. Thomas, III
Attorney for Plaintiffs

Robert E. Thomas, III
150 S. Nevada Hwy 160, Ste 8-310
Pahrump, NV 89048
(530) 828-1234
NCS51Legal@yahoo.com
Cal. Bar #60098
Attorney for Plaintiffs

FILED/ENDORSED
OCT 25 2022
By: E. Medina
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

Chris Bish, Paul Preston, in his own behalf and as President of New California State, and John Does 1-100,	Case No.
vs,	DECLARATION OF PLAINTIFF'S ATTORNEY, ROBERT E. THOMAS, III, SUPPORTING APPLICATION FOR TEMPORARY RESTRAINING ORDER
Shirley N. Weber, individually and as Secretary of State, Courtney Bailey-Kanelos, individually and as the Clerk-Registrar of Sacramento County, Hang Nguyen, individually and as the Clerk-Registrar of Sacramento County, Sacramento County, and John Does 1-100, Defendants.	Date: _____ Time: _____ Defendant. Location: _____ Trial date: _____

I, Robert E. Thomas, III, declare as follows:

1. I am the attorney for the Plaintiffs in the above-entitled matter. My office is in Pahrump, Nye County, Nevada, a township half way between Las Vegas, Nevada and Death Valley, CA.

2. Plaintiff Chris Bish and Plaintiff John Does 1-100 live in Sacramento County, CA. Plaintiff Paul Preston lives in Sutter County, CA. Plaintiff New California State is a corporation organized in the State of Nevada.

3. I make this declaration in support of the Plaintiffs' application for a temporary restraining order and order to show cause why a preliminary injunction should not issue.

4. Voting systems and voting machines must be certified by the California Secretary of State's Office before usein California. Sacramento County Registrar of Voters has an Agenda Item [#16] on the Tuesday, October 25, 2022, Board of Supervisors' agenda requesting the retroactive approval of payment to the Secretary of State's Office and possibly

others which will have the effect of approving voting systems and voting machines. There is no proof that these machines and voting systems are certified by the Secretary of State or whether they have been fully tested, certified, and accepted by the Sacramento County Registrar of Voters Office.

5. Plaintiffs ask this Honorable Court to issue a preliminary injunction, enjoining defendants and their agents and employees from voting on Agenda Item #16, or, if the vote has occurred before this Honorable Court can hear and/or rule on this Motion, enjoin Defendants from using the voting systems in their possession or in the possession of any other person, business, or governmental agency during the pendency of this action.

6. Plaintiffs ask this Honorable Court to issue a temporary restraining order restraining defendants and their agents and employees from requesting the Board of Supervisors approve any amounts until all parts and components of the voting systems are adequately tested and certified, and, if such a request has already occurred [i.e., Agenda Item #16 has already passed], to restrain Sacramento County from implementing any portion of said requested Agenda Item.

7. Should any portion of Agenda Item 16 be passed and implemented, Defendants will engage in unlawful activity in that they will use voting systems and machines which have not been fully certified by the Secretary of State's Office and the Sacramento County Registrar of Voters' Office, thereby causing irreparable harm to the voters of Sacramento County and their confidence in the results of the November, 2022 elections.

8. These facts are a matter of the personal knowledge of Plaintiffs Chris Bish and Paul Preston who would be competent to testify to their truth if called as a witnesses.

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

Dated: October 24, 2022 at Pahrump, Nye County, Nevada.

Robert E Thomas

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

Chris Bish, Paul Preston, in his own behalf and as President of New California State, and John Does 1-100, vs, Shirley N. Weber, individually and as Secretary of State, Courtney Bailey-Kanelos, individually and as the Clerk-Registrar of Sacramento County, Hang Nguyen, individually and as the Clerk-Registrar of Sacramento County, Sacramento County, and John Does 1-100, Defendants.	Case No. 34-2022-00328797 ORDER ON PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER

THIS MATTER having come before this Court on Plaintiff's Application for a Temporary Restraining Order, the Court being fully apprised in the matter,

HEREBY ORDERS:

☐ Plaintiff's Application is DENIED.

☐ Plaintiff's Application is GRANTED.

Date of Hearing: _____

Time of Hearing: _____

Department Location: _____

Trial date: _____

DATED: _____

_____
JUDGE OF THE SUPERIOR COURT

Submitted by:
Robert E. Thomas, III
150 S. Nevada Hwy 160, Ste 8-310
Pahrump, NV 89048
(530) 828-1234
NCS51Legal@yahoo.com
Cal. Bar #60098
Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

Chris Bish, Paul Preston, in his own behalf and as President of New California State, and John Does 1-100, vs, Shirley N. Weber, individually and as Secretary of State, Courtney Bailey-Kanelos, individually and as the Clerk-Registrar of Sacramento County, Hang Nguyen, individually and as the Clerk-Registrar of Sacramento County, Sacramento County, and John Does 1-100, Defendants.	Case No. ORDER ON PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER

THIS MATTER having come before this Court on Plaintiff's Application for a Temporary Restraining Order, the Court being fully apprised in the matter,

HEREBY ORDERS:

☐ Plaintiff's Application is DENIED.

☐ Plaintiff's Application is GRANTED.

Date of Hearing: _____

Time of Hearing: _____

Department Location: _____

Trial date: _____

DATED: _____

_____
JUDGE OF THE SUPERIOR COURT

Submitted by:
Robert E. Thomas, III
150 S. Nevada Hwy 160, Ste 8-310
Pahrump, NV 89048
(530) 828-1234
NCS51Legal@yahoo.com
Cal. Bar #60098
Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

Chris Bish, Paul Preston, in his own behalf and as President of New California State, and John Does 1-100, vs, Shirley N. Weber, individually and as Secretary of State, Courtney Bailey-Kanelos, individually and as the Clerk-Registrar of Sacramento County, Hang Nguyen, individually and as the Clerk-Registrar of Sacramento County, Sacramento County, and John Does 1-100, Defendants.	Case No. ORDER ON PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER

THIS MATTER having come before this Court on Plaintiff's Application for a Temporary Restraining Order, the Court being fully apprised in the matter,

HEREBY ORDERS:

☐ Plaintiff's Application is DENIED.

☐ Plaintiff's Application is GRANTED.

Date of Hearing: _____

Time of Hearing: _____

Department Location: _____

Trial date: _____

DATED: _____

_____
JUDGE OF THE SUPERIOR COURT

Submitted by:
Robert E. Thomas, III
150 S. Nevada Hwy 160, Ste 8-310
Pahrump, NV 89048
(530) 828-1234
NCS51Legal@yahoo.com
Cal. Bar #60098
Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

Chris Bish, Paul Preston, in his own behalf and as President of New California State, and John Does 1-100, vs, Shirley N. Weber, individually and as Secretary of State, Courtney Bailey-Kanelos, individually and as the Clerk-Registrar of Sacramento County, Hang Nguyen, individually and as the Clerk-Registrar of Sacramento County, Sacramento County, and John Does 1-100, Defendants.	Case No. ORDER ON PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER

THIS MATTER having come before this Court on Plaintiff's Application for a Temporary Restraining Order, the Court being fully apprised in the matter,

HEREBY ORDERS:

☐ Plaintiff's Application is DENIED.

☐ Plaintiff's Application is GRANTED.

Date of Hearing: _____

Time of Hearing: _____

Department Location: _____

Trial date: _____

DATED: _____

_____
JUDGE OF THE SUPERIOR COURT

Submitted by:
Robert E. Thomas, III
150 S. Nevada Hwy 160, Ste 8-310
Pahrump, NV 89048
(530) 828-1234
NCS51Legal@yahoo.com
Cal. Bar #60098
Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

Chris Bish, Paul Preston, in his own behalf and as President of New California State, and John Does 1-100, vs, Shirley N. Weber, individually and as Secretary of State, Courtney Bailey-Kanelos, individually and as the Clerk-Registrar of Sacramento County, Hang Nguyen, individually and as the Clerk-Registrar of Sacramento County, Sacramento County, and John Does 1-100, Defendants.	Case No. ORDER ON PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER

THIS MATTER having come before this Court on Plaintiff's Application for a Temporary Restraining Order, the Court being fully apprised in the matter,

HEREBY ORDERS:

☐ Plaintiff's Application is DENIED.

☐ Plaintiff's Application is GRANTED.

Date of Hearing: _____

Time of Hearing: _____

Department Location: _____

Trial date: _____

DATED: _____

_____
JUDGE OF THE SUPERIOR COURT

Submitted by:
Robert E. Thomas, III
150 S. Nevada Hwy 160, Ste 8-310
Pahrump, NV 89048
(530) 828-1234
NCS51Legal@yahoo.com
Cal. Bar #60098
Attorney for Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 Ninth STREET MAILING ADDRESS: 720 Ninth STREET CITY AND ZIPCODE: Sacramento, CA 95814-1311 BRANCH NAME: Gordon D Schaber Courthouse PHONE NUMBER: (916) 874-5522	*FOR COURT USE ONLY*
SHORT TITLE: Bish vs. Shirley N. Weber, individually and as Secretar	
NOTICE OF CASE MANAGEMENT CONFERENCE AND ORDER TO APPEAR	CASE NUMBER: 34-2022-00328797-CU-MC-GDS

Hearing Date

The above entitled action has been set for a case management conference at 08:30 AM on 07/07/2023 in Department 38 in accordance with California Rules of Court 3.722. You must be familiar with the case and fully prepared to participate effectively in the case management conference.

Case Management Statement

All parties must file and serve a case management statement at least 15 calendar days before the case management conference. Parties are encouraged to file a single joint case management statement.

Minimum Requirements
Prior to the filing of the case management statement, the parties should have done the following:
-Served all parties named in the complaint within 60 days after the summons has been issued
-Ensured that all defendants and cross-defendants have answered, been dismissed, or had their defaults entered
-Met and conferred with all parties as required by CRC 3.724 to discuss and resolve issues set forth therein.

Tentative Ruling
Following its review of the case management statement(s), the court may determine that a case management conference is not necessary.
To determine whether an appearance is required, the parties must check the court's tentative rulings after 2:00 p.m. on the Court day before the Thursday calendar by accessing the court's internet website at www.saccourt.ca.gov/PublicCaseAccess/

Remote Appearances
Unless ordered to appear in person by the court, parties may appear remotely either telephonically or by video conference via the Zoom video/audio conference platform with notice to the court and all other parties in accordance with Code of Civil Procedure 367.75. If appearing remotely, parties are required to participate in their hearing using a device that has video and/or audio capability (i.e. computer, smartphone, or tablet). Although remote participation is not required, the court will presume all parties are appearing remotely for non-evidentiary civil hearings.

Certification Filed in Lieu of Case Management Statement
If parties in the action file a certification on a form provided by the court at least 15 calendar days prior to the date of the case management conference that the case is short cause (five hours or less of trial time), that the pleading stage is complete and that the case will be ready for trial within 60 days, the case will be exempted from any further case management requirements and will be set for trial within 60-120 days. The certification shall be filed in lieu of a case management statement.

Case Management Orders
At the case management conference, the court will consider whether the case should be ordered to judicial arbitration or referred to other forms of Alternative Dispute Resolution. Whether or not a case management conference is held, the court will issue a case management order shortly after the scheduled conference date.

Service of Case Management Notice
Unless otherwise ordered by the court, plaintiff shall serve a copy of this notice on any party to the complaint appearing after the court issued this notice. The cross-complainant shall have the same obligation with respect to the cross-complaint.

Compliance
Failure to comply with this notice or to appear at the case management conference may result in the imposition of sanctions (including dismissal of the case, striking of the answer, or payment of money).

Continuances
Case management conference will not be continued except on a showing of good cause. If your case management conference is continued on motion or by the court on its own motion all parties shall file and serve a new case management statement at least 15 calendar days before the continued case management conference.

Dated: 10/25/2022

Kenneth C. Mennemeier, Jr.

Kenneth C. Mennemeier , Judge of the Superior Court