

**SERVICE AGREEMENT FOR THE PROVISION OF ELECTION SERVICES
BETWEEN THE SUPERINTENDENT OF SCHOOLS (RELATING TO THE REDWOOD CITY SCHOOL DISTRICT)
AND
SAN MATEO COUNTY CHIEF ELECTIONS OFFICER & ASSESSOR-COUNTY CLERK-RECORDER**

This Service Agreement for the Provision of Election Services ("Agreement"), entered into this 26th day of AUGUST, 2026, is by and between the Superintendent of Schools (the "Superintendent") and San Mateo County Chief Elections Officer & Assessor – County Clerk – Recorder (the "Chief Elections Officer").

WHEREAS, it is necessary and desirable that the Chief Elections Officer be retained for the purpose of conducting an election, described in more detail below, relating to the Redwood City School District (the "District") for the election of two (2) members of the Governing Board; and

WHEREAS, the Chief Elections Officer has been asked by the Superintendent and/or the governing board of the District to conduct an election on November 3, 2026 (the "Election").

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY THE SUPERINTENDENT AND/OR DISTRICT:

- 1) Within the time frame set by statute, the Superintendent and/or District will request the Board of Supervisors, through the Chief Elections Officer, to conduct an election relating to the District on November 3, 2026, and will request the services of the Chief Elections Officer in relation to the Election.
- 2) The Superintendent and/or District will submit to the Chief Elections Officer the ballot pamphlet information containing, as applicable, the ballot measure(s) and tax rate statement(s) by no later than 88 days prior to the Election and/or the offices to be voted on by no later than 123 days prior to the Election.
- 3) The Superintendent and/or District will, if applicable, timely review and sign off on the official ballot wording for ballot measures.
- 4) The Superintendent and/or District will timely complete any other non-delegable tasks in relation to the Election that the Superintendent and/or District is required to complete by law.
- 5) The Superintendent and/or District shall maintain records/maps regarding the boundaries of the District and will notify the Chief Elections Officer of any changes/additions to those boundaries by 125 days prior to the Election.
- 6) If a candidate for a District office alleges to be indigent and unable to pay in advance the requisite fee for submitting a candidate statement, the District, as the applicable local agency, shall be solely responsible for determining whether the candidate is indigent pursuant to Elections Code section 13309. The District shall notify the candidate, and inform the Chief Elections Officer, of the District's indigency determination, in writing, by no later than 64 days prior to the Election. If the District determines that a candidate is indigent such that the candidate is eligible for an advanced candidate statement fee waiver under Elections Code section 13309, or if the District fails to advise the Chief Elections Officer of its indigency determination by the specified deadline, then the District shall be responsible for paying the candidate's pro rata share of the cost of the candidate statement, which will be invoiced in accordance with the "Costs for Services" section of this agreement. District's payment of a candidate's pro rata share of the cost of the candidate statement is without prejudice to the District's ability to recover such costs directly from the candidate after the election, as authorized by Elections Code section 13309(f).

II. SERVICES TO BE PERFORMED BY CHIEF ELECTIONS OFFICER:

- 1) The Chief Elections Officer will publish the Notice of Election and, if applicable, the Notice to File Arguments For or Against any measure.
- 2) The Chief Elections Officer will select the sample and official ballot printer(s) and translators.
- 3) The Chief Elections Officer will prepare and deliver all election information to the printers and translators.
- 4) The Chief Elections Officer will determine and execute the appropriate translation and transliteration of all Election documents for which translation or transliteration is required.
- 5) The Chief Elections Officer will issue, receive and process vote by mail ballots.
- 6) The Chief Elections Officer will set up ADA compliant Vote Centers, publish any required notices and conduct the Election.
- 7) The Chief Elections Officer will provide services for any official recount or election contest, if applicable.
- 8) The Chief Elections Officer will conduct all aspects of the Canvass of Votes Cast. Pursuant to Section 10262 of the Elections Code, the Chief Elections Officer will submit a Certificate of Chief Elections Officer to the District's governing body certifying the results of the Election via email and U.S. mail by the fifth Friday after the Election.
- 9) The Chief Elections Officer will conduct other various and miscellaneous election-related activities directly required to conduct the Election itself, and not assigned to the District above. To the extent that the Superintendent and/or District has obligations under law to perform various duties that relate to the Election beyond those directly involved with conducting the Election, those duties remain the responsibility of the Superintendent and/or District. If the Superintendent and/or District wishes to have any such duties performed by the Chief Elections Officer, the parties must mutually agree in advance in writing to have the Chief Elections Officer perform such duties. By way of example only, if the Superintendent and/or District is required to send certain notices or adopt resolutions relating to the Election, those duties remain duties of the Superintendent and/or District.

III. REAL PARTY IN INTEREST; INTERVENTION

In any action or proceeding (a) challenging the legality, validity, or enforceability of any District ballot measure, tax measure, or proposition, or (b) challenging the qualification, nomination, eligibility, or election of any candidate for District office, arising out of or in connection with the Election or the services provided by the Chief Elections Officer pursuant to this Agreement, and in which the Chief Elections Officer, the County of San Mateo, or any of their respective officers, employees, or agents (collectively, the "County Parties") is named as a respondent or defendant, the District acknowledges that it is the real party in interest. The District agrees, upon request of the County, to promptly appear, intervene, or otherwise participate in such action as the real party in interest, and to assume primary responsibility for the defense of the County Parties, including selection of counsel reasonably acceptable to the County.

If the District fails to intervene or assume defense within a reasonable time after request, or if a court of competent jurisdiction does not permit the District to intervene or assume primary defense responsibility, the District shall reimburse the County Parties for all reasonable attorneys' fees, costs, and expenses incurred in defending such action, except to the extent the action is finally determined by a court of competent jurisdiction to have been caused by the sole active negligence or willful misconduct of the Chief Elections Officer.

The provisions of this section shall survive termination or expiration of this Agreement and the completion of the Election.

IV. TERM:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the Election to be held on NOVEMBER 3, 2026, including before and after said Election date.

In the event the Chief Elections Officer is unable to perform services required under this Agreement as a result of employer/employee relation conditions, vendor conditions, the unavailability of Federal, State, or County funds, and/or other conditions beyond the control of the Chief Elections Officer, the Chief Elections Officer will be relieved of all obligations under this Agreement. Under the foregoing circumstances, the Chief Elections Officer may terminate this Agreement after giving 72 hours' written notice, at which time the Chief Elections Officer will be relieved of all obligations under this Agreement.

This Agreement can be terminated without cause by either party upon 30 days' written notice.

V. COST FOR SERVICES

In consideration of the performance of services and supplies provided by the Chief Elections Officer to conduct the District's Election, including 1) any and all costs incurred during a recount or election contest that are not reimbursed by the voter requesting the recount or filing the contest as specified in the Elections Code and 2) District's actual costs reasonably incurred associated with the Election, such as return postage costs and costs for ensuring voter accessibility, the Superintendent and/or District shall pay to the Chief Elections Officer a sum equal to the full cost of the District's Election as described above, including all such services, supplies, and other costs.

The Chief Elections Officer shall send an itemized invoice to the Superintendent and/or District for all services provided pursuant to this Agreement after the Election is conducted and all related costs are determined. Payment on the full amount of the invoice shall be due and the Superintendent and/or District shall submit payment to the County of San Mateo within forty-five (45) days of the date of the invoice (the "Due Date"). If the amount is not paid in full within this time, interest shall accrue monthly at a rate of 0.25% per month (equivalent to 3% annually) on the unpaid balance starting at the Due Date. Thereafter, invoices will be sent and shall be payable within thirty (30) days of the date of the invoice, with interest being added each month for any unpaid balance. The provisions of this section shall survive termination or expiration of this Agreement and the completion of the Election.

DISTRICT

Signature: _____

Signature: _____

Date: _____

Date: _____

Print Name: Dr. Christian J. Rubalcaba

Print Name: Rick Edson RE

Title: Superintendent

Title: Chief Business Official

COUNTY

Signature: _____

Date: _____

Print Name: _____

Title: _____