DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217
(858) 694-2739
FAX (858) 467-9697

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

http://www.sdcawm.org

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

February 13, 2026

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

EXECUTION AND RATIFICATION OF MEMORANDUM OF UNDERSTANDING NUMBER 25-sd37 – COUNTY SEED SUBVENTION PROGRAM WITH THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Pursuant to Administrative Code Section 123, this is a request to execute and ratify Memorandum of Understanding (MOU) #25-sd37 with the California Department of Food and Agriculture (CDFA). This MOU is for the County Seed Subvention Program to enforce California Seed Law, in accordance with California Food and Agricultural Code (FAC) Section 52325, from July 1, 2025 through June 30, 2026. This MOU also includes the California Agricultural Commissioner and Sealer Association Seed Law Enhancement Program, funded by the Unrefunded Gas Tax from July 1, 2021 through June 30, 2026. Although this Program is discretionary, Agriculture, Weights & Measures' (AWM) has continually participated in this Program to support local agricultural sustainability, consumer confidence, and the resilience of the local food system. This Program is authorized through the MOU with CDFA and specifies regulatory activities necessary to ensure the seed industry's compliance. This Program protects seed consumers, including vegetable and field crop growers, as well as urban landscapers supporting the Equity, Sustainability, and Community Strategic Initiatives within the County of San Diego's 2025-2030 Strategic Plan. AWM will be reimbursed for not more than $5,000.00. The revenue contract fully funds the Program, and the associated costs support local agricultural sustainability, consumer confidence, and the resilience of local food system.

After executing the two enclosed originals, please keep one for your files and return one to:

Agriculture, Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

Please contact Deputy Agricultural Commissioner/Sealer Jasmine Lopez at (858) 753-8802 for any questions regarding this request. Thank you.

Enclosure: MOU 25-sd37

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GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

February 13, 2026

TO: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

REQUEST FOR APPROVAL AND RATIFICATION OF A REVENUE AGREEMENT FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER 25-sd37 – CALIFORNIA SEED LAW MEMORANDUM OF UNDERSTANDING – COUNTY SEED SUBVENTION PROGRAM

Enclosed for your approval and ratification, pursuant to San Diego County Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture (CDFA) and the County Department of Agriculture, Weights and Measures' (AWM). This CDFA Memorandum of Understanding (MOU) provides funding for the County Seed Subvention Program (Program) to enforce California Seed Law per the California Food and Agricultural Code (FAC) Section 52325, from July 1, 2025 through June 30, 2026. This MOU also includes the California Agricultural Commissioner and Sealer Association's Seed Law Enhancement Program funded by the Unrefunded Gas Tax for July 1, 2021 through June 30, 2026.

Although this Program is discretionary, the enforcement activity it funds is directed by FAC section 52282. AWM has been participating in this Program and recommends the continued participation to support local agricultural sustainability, consumer-buyer confidence, and the resilience of the local food system. AWM agrees to submit monthly reports of enforcement activities so that CDFA may measure fulfillment of the terms of this MOU and monitor compliance with California's seed laws. CDFA only sends the current fiscal year MOU when all statewide reimbursement requests from the prior year have been reviewed and approved. Work activities from the prior fiscal year are used to establish the requirements in the MOU for the current Fiscal Year, per FAC Section 52324. This process causes a delay in the execution and approval of the MOU.

Consequently, AWM requests ratification of this MOU since the start date preceded County execution and approval.

This Program protects seed consumers, including vegetable and field crop growers, and urban landscapers and supports the Equity, Sustainability, and Community Strategic Initiatives within the County of San Diego's 2025-2030 Strategic Plan. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts and grants will be for the full cost of all services, with certain exceptions approved by the Board.

A. SERVICES: The services to be reimbursed include, but are not limited to:

- Inspection of registered seed facilities;
- Evaluation of seed labeling to ensure it meets California Seed Law; and
- County staff training and seed equipment purchase.

B. ALTERNATIVES: Per California FAC Section 52324, the Seed Subvention Program is optional for counties so CDFA may receive reimbursement for regulatory activities. AWM recommends the approval of this MOU as the described activities support County Board Policy I-133 to promote local agriculture and serves as a mechanism that allows partial reimbursement for the work.

C. FISCAL IMPACT: The revenue realized from this Agreement will not exceed $5,000. The revenue contract with CDFA will offset all County costs including, but not limited to, administrative costs. In accordance with Board Policy B-29, the Director of AWM certifies that the activities to be funded by this revenue contract would be worthy of County funding if external financing were unavailable.

D. AWARD NUMBER: The Auditor and Controller assigned 116088.

Please contact Deputy Agricultural Commissioner/Sealer Jasmine Lopez at (858) 753-8802 if you have any questions regarding this request. Thank you.

HD:sl

Enclosure: MOU 25-sd37

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 1/22/26 Department: Agriculture, Weights and Measures

Contract Begin Date: 7/1/25 End Date: 6/30/26 Grant: No

*Oracle Award #: 116088 Org #: 48305 Amount: $5,000.00

Contact Person: Jasmine Lopez Phone #: (858) 753-8802

Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Memorandum of Understanding # 25-sd37 with the California Department of Food and Agriculture

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☑ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Ha Dang Digitally signed by Ha Dang Date: 2026.02.17 08:30:47 -08'00' Date: 2/17/26

Approved By:

Group Finance Director: [signature] Date: 2/18/26

County Counsel: Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod.Markley@sdcounty.ca.gov Date: 2026.02.04 12:50:51 -08'00' Date:

Chief Administrative Officer: [signature] Date: 2/25/26

Office of Financial Planning: [signature] Date: 2/26/2026

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-56

CALIFORNIA SEED LAW **County: San Diego**
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2025 - June 30, 2026 **MOU Ref No: 25-sd37**

As provided by section 52323 of the Food and Agricultural Code (FAC), this Memorandum of Understanding establishes an annual cooperative agreement for enforcement of the California Seed Law between the Agricultural Commissioner and the California Department of Agriculture (CDFA). Per section 52325, the Agricultural Commissioner agrees to maintain a compliance level on all seed in the county so that the statewide compliance is not less than eighty-five percent. This MOU includes the CACASA Seed Law Enhancement Program (SLEP), funded by Unclaimed Gas Tax, as approved by the Seed Advisory Board in FY20/21. The Agricultural Commissioner agrees to submit monthly reports of enforcement activities to CDFA so that CDFA can measure fulfillment of the terms of this MOU and monitor compliance to the seed law. Upon completion of the renewal cycle for firms obtaining authorization to sell seed, the Seed Services Program of CDFA will provide each Commissioner with a list of firms authorized to sell seed in their county. Each firm will be assigned units-of-activity for enforcement. Commissioners may request modification to the proposed units of activity and to the list of firms or may simply accept the list. If new firms are discovered during the period of this MOU, the Commissioner may request that said firm(s) be added to the list and an appropriate number of units of activity for enforcement be assigned. Commissioners may not request additions to their list after April 15th of the fiscal year for which the MOU is intended.

Participation of county staff in seed complaint investigations will be reimbursed from the $150,000 allocated for this purpose from SLEP funds. An invoice from the Commissioner for expenses incurred must be submitted to the CDFA Seed Services Program within 60 days of the completion of the investigation.

Upon successful completion of the terms of this MOU, (a) counties with no registered seed labelers may receive one hundred dollars ($100) and (b) counties with registered seed labelers shall receive payments based upon their units of enforcement activity reported during the period of this MOU per section 52324. The rate of compensation per unit of activity shall be established by dividing the total statewide units of activity into $120,000 minus the amount required for payments of $100 to counties with no registered labelers. All counties conducting SLEP seed enforcement activities shall receive payments based on the reported inspection activities conducted during the period of this MOU, from the $180,000 allocated for this program. **All enforcement activities must be reported by October 15th of the fiscal year following the stated period of this MOU**. If a county fails to submit a monthly report by October 15th of the year following the period of this MOU, CDFA will assume there were no enforcement activities to report for that month and will total the statewide units of enforcement activity (FAC 52324). **The Commissioner agrees that failure to submit monthly Report 6s by October 15th will affect the overall rate of compensation per unit of enforcement activity and will concomitantly affect the amount of proposed payment to the Commissioner's County**.

Once the rate per unit of activity has been determined, CDFA will send a summary of work completed and proposed payment to each county. The County Agricultural Commissioner or authorized Deputy Agricultural Commissioner must sign the proposed payment and return it to CDFA Seed Services Program, at which time it will become a signed invoice requesting payment per statute (FAC 52323-52325) and/or with SLEP, if applicable. If the proposed signed invoice is not received by the CDFA Seed Services Program within 45 days of arrival at the county, CDFA will assume that the county agrees with the proposed payment and will make payment per statute at the amount indicated in the proposed payment. CDFA will make payment in the fiscal year following the year of enforcement activity (FAC 52323).

The following performance standards must be met in order to receive the annual apportionment:

PERFORMANCE STANDARDS

1. Inspection of premises and seed lots - One (1) or more inspections of each registered seed firm or distribution center on the County's Units of Activity List will be conducted. A list of all inspections completed, and the dates of inspection will be maintained by the county for two

years after the fiscal year. A tally of completed inspections will be reported each month on the Report 6 form and submitted to the Seed Services Program of CDFA. Failure to perform an assigned premises inspection will result in a loss of compensation equivalent to three assigned label evaluations.

2. Label Evaluations – Each label from unique seed lots of firms on the county's list will be evaluated as a unit of activity and assigned a base rate of compensation per label. Quantities of labels evaluated beyond the number indicated on the units of activity list may be assigned a lesser rate of compensation per label. Labels will be evaluated for compliance to the California Seed Law (CSL) and relevant portions of the Federal Seed Act (FSA). Violations of the CSL or FSA will be reported immediately to CDFA Seed Services Program.
3. Commissioners that participate on Investigative Committees for seed complaints may claim up to nine units of activity for each seed complaint Investigative Committee they participate on.
4. Counties without a High-Risk Pest Exclusion contract will be compensated for visual inspections of imported seed shipments. Each shipment and all related seed lot labels will each be assigned one unit of activity. These activities will be paid from available SLEP funds allocated for this purpose.
5. Label Evaluation priority and limits- In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, the following priorities have been developed for the Agricultural Commissioner. The limits indicated are relevant to extra labels that might be evaluated by a county.
    a) Agricultural and vegetable seed grown, conditioned, packaged, or repackaged at local operations.
    b) Agricultural and vegetable seed of kinds utilized by farm plantings within the County.
    c) Grass (lawn) seed kinds are limited annually to not more than fifteen (15) labels from any one Distribution Center, and not more than five (5) labels of grass seed offered for sale by retail merchants for nonfarm use.
    d) Agricultural, vegetable and grass seed labels on seed identified in Warning Hold Notices (Form 66-008) issued by CDFA Border Protection Stations will count as extra labels evaluated unless they are counted towards the required amounts on the units of activity list. See Report 6 instructions for proper reporting of labels related to 66-008 Inspections.
    e) Stop-sale orders may be issued on seed containers labeled incorrectly or incompletely at inspection time. Stop-sale orders are encouraged on seed labeled by firms not authorized to sell seed in California.

This Memorandum of Understanding must be signed and returned to the Department within 60 days of receipt and shall continue to, and terminate on, the 30th day of June 2026.

Secretary, or his/her representative Department of Food and Agriculture	Agricultural Commissioner, San Diego County
By _____	By Ha Dang Digitally signed by Ha Dang Date: 2026.02.17 08:35:12 -08'00'
Date_____	Date 2/17/26

Additional endorsements/approvals if needed.

Version: 1/3/2024

CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2025 - June 30, 2026

County: San Diego

MOU Ref No: 25-sd37

County of San Diego: Clerk of the Board

By _____

Date 3/3/26

Title: Clerk of the Board

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: _____ Date: 2/3/26
Deputy Clerk of the Board Supervisors

County of San Diego: County Counsel
Approve as to form and legality

By Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod.Markley@sdcounty.ca.gov Date: 2026.02.17 10:24:41 -08'00'

Date 17 February 2026

Title: Supervising Deputy Counsel

Signed copies should be sent to via email to:
SeedServices@cdfa.ca.gov

Important: Do NOT send to CDFA Contracts. These are MOUs per statutory authority. They may get lost if you send them to CDFA Contracts.

Thank you

Version: 1/3/2024

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SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

February 19, 2026

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT NUMBER #25-0599-000-SG WITH THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Pursuant to Couty of San Diego Administrative Code Section 123, this is the Department of Agriculture, Weights and Measures' (AWM) request to execute and ratify Cooperative Agreement # 25-0599-000-SG with the State of California Department of Food and Agriculture (CDFA) for Invasive Shot Hole Borer (ISHB) detection trapping, and visual survey activities. The CDFA acts as the lead agency to mitigate the potential spread of the serious pest-disease complex, Invasive shot hole borer-Fusarium dieback, that kills trees, including avocados and California natives. The impacts of this pest-disease complex include increased risk of wildfire, reduced wildlife and habitat resources, adverse impacts to production nurseries due to direct loss of product, increased sanitation and treatment costs, and market losses. This agreement provides reimbursement to AWM for ISHB activities from December 1, 2025 to December 31, 2026.

This Agreement supports the Sustainable and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan. The County will be reimbursed for not more than $12,700.00. The revenue contract does not fully fund the Invasive Shot Hole Borer Program, and the associated unreimbursed costs promote agriculture and public safety for the residents in the region.

After executing the two enclosed originals, please keep one for your files and return one to:

Agriculture, Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

Please contact Deputy Agricultural Commissioner/Sealer Travis Elder at (858) 967-5226 or Travis.Elder@sdcounty.ca.gov for any questions regarding this request. Thank you.

Enclosure: Agreement # 25-0599-000-SG

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1
(858) 694-2739
FAX (858) 467-9697

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

February 19, 2026

TO: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

REQUEST FOR APPROVAL AND RATIFICATION OF A REVENUE AGREEMENT FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COOPERATIVE AGREEMENT NUMBER #25-0599-000-SG – INVASIVE SHOT HOLE BORER TRAPPING PROGRAM

Enclosed for your approval and ratification pursuant to County of San Diego Administrative Code Section 123, is a revenue agreement between the California Department of Food and Agriculture (CDFA) and Agriculture, Weights and Measures' (AWM) to perform Invasive Shot Hole Borer (ISHB) detection trapping and visual survey activities from December 1, 2025 through December 31, 2026. The County will be reimbursed for up to $12,700.00. These activities would mitigate the potential spread of the serious pest-disease complex, Invasive shot hole borer - Fusarium dieback, that kills trees, including avocados and California natives. The impacts of this pest-disease complex include increased risk of wildfire, reduced wildlife and habitat resources, adverse impacts to production nurseries due to direct loss of product, increased sanitation and treatment costs, and market losses. This Agreement supports the Sustainability and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan by preventing the introduction and spread of invasive pests. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts and grants will be for the full cost of all services, with certain exceptions approved by the Board. Ratification is also requested since the start date has preceded the execution of the Agreement.

A. SERVICES: The services shall include, but not be limited to:

- Perform ISHB detection trapping and surveying activities at high-risk locations, including large tree nurseries, green waste facilities, and firewood lots.

- Screen traps and submit suspect specimens to CDFA Plant Pest Diagnostic Laboratory for official identification
- Ensure that all activities conform to the Early Detection and Rapid Response Guidelines
- Maintain a Daily Trapping Summary for each trapper
- Complete a Monthly Report, documenting all traps deployed, added, removed, and serviced during the month
- Provide stakeholders with outreach materials on ISHB that can be found at www.ishb.org.

B. ALTERNATIVES: This work is discretionary. If this revenue agreement is approved, AWM's work activities would mitigate the potential impacts of the pest-disease complex and reduce the risk of wildfire, maintain wildlife and habitat resources, support ornamental production nurseries, and reduce sanitation and treatment costs and market losses.

C. FISCAL IMPACT: The revenue realized from this Agreement will not exceed $12,700.00. In Fiscal Year (FY) FY 25-26, the expected Net County Cost (NCC) is $227.19; in FY 26-27 the expected Net County Cost is $218.13. These amounts are supported by budgeted General Purpose Revenue in AWM as determined by the nature of the program. This NCC also contributes to the required annual Maintenance of Effort to receive the State Supplemental Funding (Unrefunded Gas Tax) that supplements, not supplants, funding for eligible agricultural *programs*. In accordance with Board Policy B-29, the Director of AWM certifies that the activities to be funded by this revenue contract or grant agreement would be worthy of County funding if external financing were available.

D. AWARD NUMBER: Auditor and Controller assigned 510131.

Please contact Deputy Agricultural Commissioner/Sealer Travis Elder at (858) 967-5226 for any questions regarding this request. Thank you.

HD:sl

Enclosure: Agreement # 25-0599-000-SG

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 2/5/26 Department: Agriculture, Weights and Measures

Contract Begin Date: 12/1/25 End Date: 12/31/26 Grant: Yes

*Oracle Award #: 510131 Org #: 48800 Amount: $12,700.00

Contact Person: Travis Elder Phone #: (858) 967-5226

Contracting Agency/Grantor: California Dept. of Food and Agriculture

Description: Revenue agreement with the State of California Department of Food and Agriculture- Invasive Shot Hole Borer Program

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☐ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☒ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Ha Dang Digitally signed by Ha Dang Date: 2026.02.24 15:08:51 -08'00' Date: 2/24/26

Approved By:

Group Finance Director: [signature] Date: 2/25/26

County Counsel: Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod.Markley@sdcounty.ca.gov Date: 2026.02.05 10:44:42 -08'00' Date:

Chief Administrative Officer: Jennifer Lawson Date: 2/25/26

Office of Financial Planning: [signature] Date: 2/26/2026

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-57

A&C OFP Form: Contracts Under $250K (03/10/16)

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SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

February 19, 2026

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures HD
Department of Agriculture, Weights and Measures

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT NUMBER #25-0599-000-SG WITH THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Pursuant to Couty of San Diego Administrative Code Section 123, this is the Department of Agriculture, Weights and Measures' (AWM) request to execute and ratify Cooperative Agreement # 25-0599-000-SG with the State of California Department of Food and Agriculture (CDFA) for Invasive Shot Hole Borer (ISHB) detection trapping, and visual survey activities. The CDFA acts as the lead agency to mitigate the potential spread of the serious pest-disease complex, Invasive shot hole borer-Fusarium dieback, that kills trees, including avocados and California natives. The impacts of this pest-disease complex include increased risk of wildfire, reduced wildlife and habitat resources, adverse impacts to production nurseries due to direct loss of product, increased sanitation and treatment costs, and market losses. This agreement provides reimbursement to AWM for ISHB activities from December 1, 2025 to December 31, 2026.

This Agreement supports the Sustainable and Equity Initiatives in the County of San Diego's 2025-2030 Strategic Plan. The County will be reimbursed for not more than $12,700.00. The revenue contract does not fully fund the Invasive Shot Hole Borer Program, and the associated unreimbursed costs promote agriculture and public safety for the residents in the region.

After executing the two enclosed originals, please keep one for your files and return one to:

Agriculture, Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
25-0599-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF SAN DIEGO

Jerod Markley

Approved as to form and legality
Jerod Markley
Supervising Deputy County Counsel

2. The Agreement Term is: December 1, 2025 through December 31, 2026

3. The maximum amount of this Agreement is: $12,700.00

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

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF SAN DIEGO

BY *(Authorized Signature)*	DATE SIGNED
	3/3/26

PRINTED NAME AND TITLE OF PERSON SIGNING
Andrew Potter, Clerk of the Board

ADDRESS
9325 Hazard Way, Suite 100, MS01, San Diego, California 92123-1217

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, SUPERVISOR I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: _____ Date: 3/3/26
Deputy Clerk of the Board Supervisors

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: Invasive Shot Hole Borer (ISHB) Survey and Trapping

   Project Title: Invasive Shot Hole Borer Trapping with San Diego County

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	David Pegos	Name:	Ha Dang
Division/Branch:	Plant Health and Pest Prevention Services (PHPPS)/Plant Administration	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way, Ste 100, MS01
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123
Phone:	916-403-6627	Phone:	858-614-7703
Email Address:	david.pegos@cdfa.ca.gov	Email Address:	ha.dang@sdcounty.ca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jonathan Babineau	Name:	Rolinda Gelacio
Division/Branch:	PHPPS/Plant Administration	Organization:	County of San Diego
Address:	1220 N Street	Address:	9325 Hazard Way, Ste 100, MS01
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Diego, CA 92123
Phone:	916-698-3843	Phone:	858-414-7474
Email Address:	cisac@iscc.ca.gov	Email Address:	rolinda.gelacio@sdcounty.ca.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. **Prompt Payment Clause**
Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. **Budget Contingency Clause**
If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Invasive Shot Hole Borers (ISHB) Survey
California Department of Food and Agriculture
San Diego County Agricultural Commissioners

New Agreement Amount: $12,700.00

Agreement Expiration: 12/31/2026

Recipient Name

San Diego County Department of Agriculture (**County of San Diego**)

Project Coordinators

Cooperator Program Contact	Cooperator Administrative Contact
Name: David Pegos	Name: Ha Dang
Address: 1220 N Street	Address: 9325 Hazard Way, Ste 100, MS01
City, State, Zip: Sacramento, CA 95814	City, State, Zip: San Diego, CA 92123-1217
Telephone: (916) 403-6627	Telephone: (858) 967-5247
Email: David.Pegos@cdfa.ca.gov	Email: ha.dang@sdcounty.ca.gov

Statement of Need/Problem

The Invasive Shothole Borers (ISHB) are ambrosia beetles of the genus *Euwallacea*. The three species of ISHB in California are *Euwallacea fornicates, Euwallacea kuroshio,* and *Euwallacea interjectus*. These ambrosia beetles carry spores of symbiotic fungi into the tree providing a food source for reproduction of the beetle. Once the beetles are established in the tree, the galleries block water movement in the vascular system causing stress and dieback. ISHB has a wide host range with certain hosts acting as amplifier trees increasing the populations. In 2020-22, County Agricultural Commissioners (CAC) were provided funding for trapping to map ISHB distribution in CA. In southern California counties, agencies performed tree removal and other management techniques to control the populations of ISHB. In late 2023 an infestation of ISHB was found in San Jose, Santa Clara County. A recent infestation in October 2024 of *Euwallacea interjectus* in Felton of Santa Cruz County represents a new species introduction to the western United States.

Stakeholders urgently need to understand the distribution of these beetles to respond rapidly and appropriately. Visual and trapping surveys are essential to help better understand beetle distributions and facilitate their early detection to enable a rapid response. Outreach is a key component of this effort to educate the public about

ISHB and the impacts they can have on our urban and rural trees and steps the public can take to report potentially infested trees and to avoid moving firewood (Buy It Where you Burn It – Don't Move Firewood).

Goals

The goal of this agreement is to survey for ISHB to understand the distribution through visual and trapping surveys, collect trapping and mapping data, and increase awareness and outreach about the risks of ISHB through both short-term and long-term outreach efforts done at campgrounds, outdoor recreation conferences and trade shows, outdoor advertising, county and local fairs, public service announcements, and/or other means deemed appropriate by the county and CDFA.

This agreement will be used for:

- Trapping supplies (trapping hardware, panel sticky traps and lure for ISHB will be provided by CDFA) and distribution of traps and supplies.
- Training staff on proper procedures.
- Identification of high-risk sites.
- Visual surveys.
- Trapping throughout San Diego County for ISHB, placing a minimum of 30 traps throughout the county.
- Trapping data, collection, and mapping.
- Outreach materials distributed by county trappers and staff.
- Outreach opportunities, including booth fees.
- Participation in coordination calls.
- Preparation of invoices and reports.

Responsibilities

It will be the responsibility of San Diego County to:

- Provide training to County personnel to properly perform duties as Surveyors/Trappers as set forth in this agreement, including, but not limited to, use of traps and detection procedures per www.ishb.org and guidance from UC and/or CDFA.

Surveyors/Trappers (County employee conducting a survey of an area for the presence of ISHBs) must:

- Pass an online ISHB-FD (Fusarium Dieback) University of California Agriculture and Natural Resources (UC ANR) test - ShotHoleBorers | Campus

- Allow state detection personnel to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- Identify high-risk sites for ISHB within San Diego County.
- Perform visual surveys of high-risk sites for hosts, symptoms, and trap suitability.
- Place and monitor traps, a minimum of 30 traps to be placed.
- Screen traps and submit suspect specimens to the California Department of Food and Agriculture (CDFA) Plant Pest Diagnostic Laboratory for official identification.
- Collect mapping data and submit to CDFA and/or CDFA-identified mapping partners.
- Provide stakeholders with the outreach materials on ISHB that can be found at www.ishb.org.

CDFA will be responsible for supplying counties with trapping supplies needed to trap ISHB as follows:

- Panel Trap for ISHB (Elm Beetle Sticky Traps).
- Lure for ISHB.
- Trap Placement Hardware (rebar & conduit) for ISHB.
- Binder clips to attach trap to pole.

Specific Objectives & Activities for ISHB

San Diego County is designated as Group 5. San Diego County will use these funds to monitor for ISHB. Monitoring will occur through visual and trapping surveys.

Visual Surveys

San Diego County will identify high-risk sites for monitoring and suitability as trapping location. Visual surveys of host trees may be conducted at high-risk sites, as needed.

High-risk sites for ISHB include riparian areas, green waste processing facilities, firewood storage and distribution lots, campgrounds, large wholesale tree nurseries (>6 inch tree diameter), and urban forests with presence of preferred hosts. A list of ISHB preferred hosts can be found here: https://ucanr.edu/sites/pshb/pest-overview/ishb-reproductive-hosts/

If traps are positive, follow up with a thorough on the ground visual survey of reproductive hosts in the area.

Trapping

Place and service a minimum of 30 Elm Beetle Sticky Traps at identified High Risk Sites spread at approximately one-mile intervals throughout the County (**Attachment 1**).

Trapping will be conducted by CAC office in high-risk areas (large tree nurseries, firewood storage facilities, campgrounds, green waste processing sites, riparian areas, or other areas County deems necessary) for a total of up to five months between March 1 through October 31 or when temperatures ≥ 68°F.

The specific trapping months and schedule will be determined by the CAC office based on local weather and temperature conditions to optimize detection efficiency, with priority given to spring and fall activity periods, and considering the following guidelines:

- Elm leaf beetle panel white sticky panel traps should be used with Quercivorol lure.
- Quercivorol lure must be replaced after four weeks.
- Traps should be placed at regular intervals approximately one-mile apart throughout the county, with concentration around leading edge of known population. Add traps as needed to delineate the extent of the infestation.

Do NOT hang traps in or under tree canopies, in areas exposed to high winds or where traps may get wet.

- Service traps every four weeks or sooner, depending on need.

Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, reference http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf for software needs, links to the Map Books and Geographic Information System (GIS) layers, and contacts for assistance.

- The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number "1" OF trap within that quint.

Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. White Elm Beetle sticky panel trap – full trap number, placement date, and trapper's initials on backside when placing; note servicing dates on outside non-sticky margins.

- Ensure that all sticky traps inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur the day the trap is removed, but in any event must be done within a week of removal from the field.

Submitting Samples for ISHB

Samples shall be submitted to the CDFA lab for identification. Lab will identify the beetle morphologically and through DNA if beetle found at a new location.

Sample Collection – When a suspect host tree is identified, the surveyor must take a sample of the wood of the tree and/or beetles found in the tree by cutting out affected areas of the bark and underlying wood. All sampling equipment must be properly sanitized between sampling individual trees.

Mapping for ISHB

Provide trapping data to CDFA and/or CDFA-identified mapping partners.

Outreach for ISHB

To better educate the public and gain stakeholder support to monitor ISHB, outreach materials provided by CDFA will be distributed by San Diego County personnel. San Diego County will identify at least one public event to attend to educate the public about ISHB and invasive species.

Records

1. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper, **Attachment 2**. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. All DTS forms must be kept on file, for the CDFA Audits Office, for three years.
2. Complete a monthly ISHB Report, documenting all traps deployed, added, removed and serviced during the month, see **Attachment 3**. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.
3. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

4. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

Invoices

Submit invoices, **Attachment 4**, along with the ISHB Report Number One monthly by postal mail or e-mail to:

Jonathan Babineau
CDFA – PHPPS/Plant Administration
1220 N Street, Rm 221
Sacramento, CA 95814
cisac@iscc.ca.gov

1. Submit monthly invoices and corresponding ISHB Report no later than 30 days past the end of the month in which the invoiced activity occurred to CDFA. Reimbursement will not occur unless the ISHB Report is submitted with the invoice.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. Only authorized charges matching the Financial Plan will be reimbursed. For example: salaries, benefits, overhead, supplies, equipment, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
4. The invoice must contain the following:
   a. County name
   b. Remit to address
   c. Date of submittal
   d. Invoice number
   e. Agreement number
   f. Billing period
   g. Allowable itemized charges as listed on the Financial Plan:
      i. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate.

NOTE: The number of hours worked claimed on the invoice must match those documented on the ISHB Report Number One. Invoices received without an accurate ISHB Report Number One will not be paid.

ii. Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.

5. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement.
6. Payment will be made monthly, in arrears, upon receipt of the ISHB Report and approval of the invoice.
7. Please note that CDFA cannot reimburse for more than the total agreement amount.

California Department of Food and Agriculture
ISHB Survey Grants
ISHB Financial Plan
2025-2026/2026-2027
December 1, 2025 - December 31, 2026

County: San Diego

Green = Fillable cells the County completes.
Purple = These contain formulas - **PLEASE AVOID MODIFYING!**
Orange = The Overhead % Rate must not exceed 25% of Personnel Services. A lower rate may be applied.

A. Personnel Services

Positions	Hourly Wage	Hourly Benefits	Total Hourly Rate	Total Billable Hours	Total Cost
Temporary Insect Detection Specialist II	$28.51	$2.85	$31.36	5	$156.80
Insect Detection Specialist II	$34.25	$25.23	$59.48	100	$5,948.00
Senior Insect Detection Specialist	$43.86	$39.32	$83.18	5	$415.90
Office Assistant	$29.19	$27.88	$57.07	2	$114.14
Agricultural Scientist	$64.16	$39.60	$103.76	7	$726.32
Agricultural Standards Inspector	$44.61	$27.78	$72.39	4	$289.56
Senior Agricultural Standards Inspector	$52.73	$37.94	$90.67	4	$362.68
Supervising Agricultural Standards Inspector	$63.25	$43.02	$106.27	5	$531.35
Deputy Agricultural Commissioner	$85.04	$65.49	$150.53	3	$451.59
				Total Hours:	**135.00**
				Subtotal Personnel Cost:	**$8,996.34**
				Overhead: 25%	**$2,249.09**
				Total Personnel Cost:	**$11,245.43**

B. Supplies

Total Supplies Cost:	**$474.57**

C. Mileage

		Est. Miles	Mileage Rates *	Total Mileage Cost
	County Vehicles	1,400.0	0.700	$980.00
			Total Mileage Cost:	**$980.00**

Total ISHB Grant	**$12,700.00**

* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

Early Detection and Rapid Response Guidelines

Table VII. Trapping protocols by location type.

Priority Survey Area	Trapping Protocol
Counties on Leading Edge of Infestation	The trapper will deploy individual white sticky traps and querciverol lures at approximately one-mile intervals along the infestation frontier within each county, targeting high-risk sites. Traps will be serviced March – October at greenwaste and firewood sites as beetles are expected to leave cut wood during favorable weather conditions. For the remaining sites, the surveyor will check traps either March – October or within one selected month twice per year (February – April and September – October). For the latter, trapping cycles will be adjusted to coincide with optimum temperatures for beetle flight patterns in the area. To save materials, the trapper will check traps at week two and check and replace traps and lures when they expire at week four. The trapper will conduct surveys either on biweekly or monthly intervals.

Trapping in Riparian Corridors and Natural Areas

Option 1: Three 0.1-acre plots per acre of continuous riparian host area.

1. Deploy one trap per plot (trap can be placed at an optimal place within the plot—it does not have to be located at plot center).
2. If trap yields a positive ISHB find proceed with a visual survey:
    a. Locate and record plot center and divide plot into quadrants
    b. Identify box elder in quadrants and perform a visual survey on stems >5" DBH (diameter at breast height) as well as castor bean plants older than two years, recognizable by woody bark.
    c. If box elder is not present in the plot, perform a visual survey of all stems >5" DBH of 15 most susceptible host species.

Option 2: Place one trap near hosts at one-mile intervals.

That should cover what we are planning to do. I should have read it over better. The original protocol called for placement of three traps in close proximity which we don't have the time or resources to do. No need for any changes.

Attachment 2

STATE OF CALIFORNIA

DAILY TRAPPING SUMMARY

COUNTY _____

NAME: _____

VEHICLE: _____

DATE: _____

ENDING MILEAGE: _____

ROUTE/BOOK: _____

BEGINNING MILEAGE: _____

HOURS: _____

MILES DRIVEN: _____

TRAP TYPE	DAILY SERVICING			TRAPS IN SERVICE			
	SERVICED	RELOCATED	TOTAL	PDT	PLACED (+)	REMOVED (-)	TOTAL IN SERVICE
ISHB							
TOTAL							

COMMENTS: _____

SERVICED ..... = TRAPS SERVICED BUT NOT RELOCATED.
RELOCATED..... = TRAPS SERVICED AND RELOCATED .
PDT ..... = PREVIOUS DAY'S TOTAL OF ALL TRAPS, OF THAT TYPE, THAT ARE IN SERVICE IN YOUR ROUTE.
PLACED (+)..... = ANY TRAP THAT WILL ADD TO THE TOTAL NUMBER OF TRAPS, OF THAT TYPE, IN YOUR ROUTE. THIS INCLUDES NEW PLACEMENTS AND TRAPS GIVEN TO YOU FROM ANOTHER TRAPPER.
REMOVED (-) ..... = ANY TRAP THAT WILL SUBTRACT FROM THE TOTAL NUMBER OF TRAPS, OF THAT TYPE, IN YOUR ROUTE. THIS INCLUDES REMOVALS. LOST OR MISSING TRAPS NOT REPLACED AND TRAPS GIVEN FROM YOU TO ANOTHER TRAPPER.
TOTAL IN SERVICE . = ADD TO OR SUBTRACT FROM PDT; THIS INDICATES THE TOTAL NUMBER OF TRAPS IN YOUR ROUTE AT THE END OF THE INDICATED DATE.

60-210 4/94

Attachment 3

State of California
Department of Food and Agricultu
Division of Plant Health and Pest Prevention Services

Invasive Shot Hole Borer Program **Report Number One**

COUNTY	MONTH	YEAR
County Name		

VISUAL INSPECTION	STATE/COUNTY STAFF HOURS			UNITS INSPECTED THIS MONTH		
	COMMITTED	EXPENDED	BALANCE	ACRES NET/GROSS	PROPERTIES	LINEAR MILES
COMMERCIAL CROPS						
PUBLIC CONTACT						
SPECIAL SURVEY						
TRAPPING						
SUPERVISION						
CLERICAL						
TRAINING						

MONTHLY TRAPPING ACTIVITY

TRAP TYPE	Total number of trap servicings	Traps added or removed (+/-)	Total in operation at end of month	TRAP TYPE	Total number of trap servicings	Traps added or removed (+/-)	Total in operation at end of month
ISHB							

COMMENTS:

Attachment 4

(County Letterhead)

California Department of Food and Agriculture
Invasive Shot Hole Borer (ISHB) Program
Budget Period FY 2025/2026 & FY 2026/2027
Email invoices to Jonathan Babineau at cisac@iscc.ca.gov

Date:
County:
Agreement No:
Invoice No:
Billing Period:

CDFA USE ONLY

Detection Personnel Costs

Name and Classification	Hours	Hourly Rate *	Total Salaries
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
Total Hours	0.00	Total Salaries	$0.00

Non-Detection Personnel Costs

Name and Classification	Hours	Hourly Rate *	Total Salaries
0	0.00	$0.00	$0.00
0	0.00	$0.00	$0.00
0	0.00	$0.00	$0.00
0	0.00	$0.00	$0.00
0	0.00	$0.00	$0.00
Total Hours	0.00	Total Salaries	$0.00

Total Personnel Services		$0.00
Overhead **	25%	$0.00
Total Personnel Costs:		$0.00

Operating Expenses

Travel	$0.00
Printing	$0.00
Postage/Freight	$0.00
Miscellaneous Field Supplies	$0.00
Miscellaneous Office Supplies	$0.00
Contractual Costs	$0.00
Total Operating Expenses:	$0.00

Mileage Costs	**Total Miles**	**Rate**	
County Vehicles	0.00	0.000	$0.00
State Vehicles	0.00	0.000	$0.00
Leased Vehicles	0.00	0.000	$0.00
		Total Mileage Cost:	$0.00

Grand Total: $0.00

Agreement Amount	0.00
Billed to Date	0.00
Balance	0.00

* The Hourly Rate must include Hourly Wage and Benefit Rate)
** Overhead percent is editable, may fluctuate per county and must not exceed 25%

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 19, 2026

COSD CLERK OF THE BOARD
2026 MAR 4 PM3:36

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE CRSSD MUSIC LLC.

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the CRSSD MUSIC LLC. and the County of San Diego, Sheriff's Office, for law enforcement security services for 2026 CRSSD Festival, on March 14, 2026 to March 15, 2026.

The value of this contract will not exceed $138,360.99 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return one (1) copy of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Elizabeth Niiazbek Kyzy
Elizabeth.NiiazbekKyzy@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Elizabeth Niiazbek Kyzy, Admin Analyst at (858) 583-0345.

Andrew Strong,
Deputy Chief Administrative Officer

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 2/19/26 Department: SHERIFF

Contract Begin Date: 3/14/26 End Date: 3/15/26 Grant: NO

*Oracle Award #: 508269 Org #: 39447 Amount: $138,360.99

Contact Person: Elizabeth Niiazbek Kyzy Phone #: (858) 583-0345

Contracting Agency/Grantor: CRSSD Music LLC.

Description: Law Enforcement Security Service for the CRSSD Festival

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☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Gapuz, Dane Digitally signed by Gapuz, Dane Date: 2026.02.19 11:17:11 -08'00' Date: 02/19/2026

Approved By:

Group Finance Director: [signature] Date: 2/26/26

County Counsel: Mark Day Date: 3/2/26

Chief Administrative Officer: [signature] Date: 2/26/26

Office of Financial Planning: [signature] Date: 3/3/2026

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-59

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Elizabeth Niiazbek Kyzy, (858) 583-0345	MSB - Contracts Mgt. Procurem	02/19/2026

Subject:

Reimbursable Services Agreement- CRSSD MUSIC LLC, SPRING 2026 CRSSD FEST on March 14, 2026 - March 15, 2026 - $138,360.99.

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)		Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager	DG		✓						✓				
2. Karina Galvan, Assistant Group Finance Director,	KG		✓						✓				
3. Andrew Strong, Deputy Chief Administrative Office	[illegible]		✓						✓				
4. Mark Day, Sr. Deputy County Counsel	M.D.		✓						✓				
5. Toroshinia Kennedy, Office of Financial Planning	TK		✓						✓				
6. Andrew Potter, Clerk of the Board	AP		✓						✓				✓
7.													
8.													
9.													
10.													

COMMENTS:

Please email signed copy to Elizabeth.NiiazbekKyzy@sdsheriff.org and return one (1) signed copy of the agreement to Elizabeth Niiazbek Kyzy, Contracts Division, Mail Stop: 041

Thank you.

SO 11 (10/24)

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 19, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE CRSSD MUSIC LLC. PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the CRSSD Music LLC. to provide law enforcement security services for 2026 CRSSD Festival on March 14, 2026 to March 15, 2026.

The value of this contract will not exceed $138,360.99. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

REIMBURSABLE SERVICES AGREEMENT
AMONG THE CRSSD MUSIC LLC., THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #45

SECURITY SERVICES

THIS AGREEMENT made and entered into this 17th day of February 2026 by and between the CRSSD MUSIC LLC. (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Spring 2026 CRSSD Fest.

2. The term of this Agreement shall commence on March 14, 2026, at 09:00AM, and shall continue in effect through and terminate after March 15, 2026, at 12:00AM.

3. COUNTY Coordinator of this Agreement shall be Sergeant Paul Bonanno, (619) 531-5446.

4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.

5. This Agreement may be amended in writing by mutual consent of the parties hereto.

6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.

7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.

8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.

9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and

REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

11. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

CRSSD MUSIC LLC.
(CRSSD Fest Spring 2026)
939 West Kalmia
San Diego, CA 92101
www.crssdfest.com
Farley Lucas – 858-349-0787
Farley@crssd.com

To SHERIFF:
Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Dane Gapuz
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

CRSSD MUSIC LLC.
Farley Lucas

Signature Title/Rank

Farley Lucas
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Signature- Clerk of the Board

Andrew Potter
Print Name

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: Date: 3/5/26
Deputy Clerk of the Board Supervisors

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST *WITH OVERHEAD**	TOTAL
CRSSD Day 1: March 14, 2026					
LE Lieutenant	1	8.5		$ 255.09	$ 2,168.27
LE Sergeant - Team / SED	2	12.5		$ 221.02	$ 5,525.50
LE Sergeant - Team	2	8.5		$ 221.02	$ 3,757.34
LE Sergeant - Event	1	14.0		$ 221.02	$ 3,094.28
LE Deputies - 1st Shift	12	12.5		$ 157.36	$ 23,604.00
LE Deputies - 2nd shift	18	8.5		$ 157.36	$ 24,076.08
Addt'l Positions: *(Specify on Lines*					
LE ABC Sergeant	1	8.0		$ 221.02	$ 1,768.16
Sheriff's Dispatcher	1	12.5		$ 109.71	$ 1,371.38
LE ABC Deputies	4	8.0		$ 157.36	$ 5,035.52
				Sub-Total	**$ 70,400.53**
CRSSD Day 2: March 15, 2026					
LE Lieutenant	1	8.5		$ 255.09	$ 2,168.27
LE Sergeant - Team / SED	2	11.5		$ 221.02	$ 5,083.46
LE Sergeant - Team	2	8.5		$ 221.02	$ 3,757.34
LE Sergeant - Event	1	14.0		$ 221.02	$ 3,094.28
LE Deputies - 1st Shift	12	11.5		$ 157.36	$ 21,715.68
LE Deputies - 2nd Shift	18	8.5		$ 157.36	$ 24,076.08
Addt'l Positions: *(Specify on Lines Below)*					
LE ABC Sergeant	1	8.0		$ 221.02	$ 1,768.16
Sheriff's Dispatcher	1	11.5		$ 109.71	$ 1,261.67
LE ABC Deputies	4	8.0		$ 157.36	$ 5,035.52
				Sub-Total	**$ 67,960.46**
				TOTAL	**$138,360.99**
Vehicle Minimum or Mileage					$ -
Motorcycle Mileage					$ -
Other Expenses: *(List)*					
				TOTAL ESTIMATED COSTS	**$138,360.99**

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 12, 2026

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH THE VALLEY CENTER STAMPEDE RODEO INC.

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the Valley Center Stampede Rodeo Inc. and the County of San Diego, Sheriff's Office, for law enforcement security services for the Valley Center Stampede Rodeo & Memorial Festival, on May 22, 2026 to May 23, 2026.

The value of this contract will not exceed $5,383.80 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return one (1) copy of the enclosed revenue agreement to:

Sheriff's Office
Contracts Mgt. Procurement
Attn: Elizabeth Niiazbek Kyzy
Elizabeth.NiiazbekKyzy@sdsheriff.gov
Mail Stop: O-41

If you have any questions regarding this request, please contact Elizabeth Niiazbek Kyzy, Admin Analyst at (858) 583-0345.

Andrew Strong,
Deputy Chief Administrative Officer

COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 12, 2026

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE VALLEY CENTER STAMPEDE RODEO INC. PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with Valley Center Stampede Rodeo Inc. to provide law enforcement security services for Valley Center Stampede Rodeo & Memorial Festival on May 22, 2026-May 23, 2026.

The value of this contract will not exceed $5,383.80. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (619) 851-4943 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

Request For Approval of Revenue Contract or Grant
Not Exceeding $250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

Date: 2/11/26 Department: SHERIFF

Contract Begin Date: 5/22/26 End Date: 5/23/26 Grant: NO

*Oracle Award #: Pending Org #: 39550 Amount: $5383.80

Contact Person: Elizabeth Niiazbek Kyzy Phone #: (858)583-0345

Contracting Agency/Grantor: Valley Center Stampede Rodeo, Inc.

Description: Law Enforcement Security Service

☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Gapuz, Dane Digitally signed by Gapuz, Dane Date: 2026.02.12 16:02:12 -08'00' Date: 02/12/2026

Approved By:

Group Finance Director: Date: 2/26/26

County Counsel: Mark Day Date: 3/2/26

Chief Administrative Officer: Date: 2/26/26

Office of Financial Planning: Date: 3/3/2026

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* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:
- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: TK OFP#: 26-58

A&C OFP Form: Contracts Under $250K (03/10/16)

San Diego County
SHERIFF'S OFFICE
MEMORANDUM/ROUTE SLIP

From:	Bureau/Division, or Section:	Date:
Elizabeth Niiazbek Kyzy, (858) 583-0345	MSB - Contracts Mgt. Procurem	02/12/2026

Subject:

Reimbursable Services Agreement- Valley Center Stampede Rodeo Inc., Valley Center Stampede Rodeo & Memorial Festival on May 22-23,2026 - $5,383.80

To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)	Information Only	Approval	Your Recommendation	Action	Prepare Reply	Written Report To Me	See Me	Signature Needed	Return to Me	Copy for You	File	Other (See Below)
1. Dane Gapuz, Contracts Manager DG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
2. Karina Galvan, Assistant Group Finance Director, KG	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
3. Andrew Strong, Deputy Chief Administrative Office	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
4. Mark Day, Sr. Deputy County Counsel M.D.	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
5. Toroshinia Kennedy, Office of Financial Planning TK	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	☐
6. Andrew Potter, Clerk of the Board AcP	☐	✓	☐	☐	☐	☐	☐	✓	☐	☐	☐	✓
7.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
8.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
9.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
10.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

COMMENTS:

Please email signed copy to Elizabeth.NiiazbekKyzy@sdsheriff.gov and return one (1) signed copy of the agreement to Elizabeth Niiazbek Kyzy, Contracts Mgt. Procurement, Mail Stop: 041

Thank you.

REIMBURSABLE SERVICES AGREEMENT
AMONG THE VALLEY CENTER STAMPEDE & MEMORIAL FESTIVAL, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #43

SECURITY SERVICES

THIS AGREEMENT made and entered into this 10th day of February 2026 by and between the Valley Center Stampede Rodeo, Inc. (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Valley Center Stampede Rodeo & Memorial Festival.

2. The term of this Agreement shall commence on May 22, 2026 at 17:00, and shall continue in effect through and terminate after May 23, 2026 at 23:00.

3. COUNTY Coordinator of this Agreement shall be Lt. Michael Tingley, (760) 445-3608.

4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.

5. This Agreement may be amended in writing by mutual consent of the parties hereto.

6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.

7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit of the estimated charges. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, REQUESTOR shall pay the additional cost. If required charges are less than the deposit, Sheriff will refund the difference to REQUESTOR.

8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.

9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action

or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

11. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

Valley Center Stampede Rodeo & Memorial Festival
Jay West, Chairman Valley Center Stampede Rodeo
PO Box 432
Valley Center CA 92082
(760) 533-4870
jaywest@vcstampede.com

To SHERIFF:
Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S OFFICE

Dane Gapuz
Signature

Title/Rank

Dane Gapuz, Sheriff's Contract Manager
Print Name

JAY WEST
VALLEY CENTER STAMPEDE RODEO & MEMORIAL FESTIVAL

VALLEY CENTER STAMPEDE
Jay West
cn=Jay West, o=Valley Center Stampede Rodeo and Memorial Festival, ou=Chairman, email=jaywest@vcstampede.com, c=US
2026.02.11 14:25:04 -08'00'
Signature

Chairman / COO
Title/Rank

Jay West
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Signature- Clerk of the Board

Andrew Potter
Print Name

Approved and/or authorized pursuant to County of San Diego Administrative Code §123.
By: Jsval Date: 3/5/26
Deputy Clerk of the Board Supervisors

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

COST ESTIMATE

	# of POSITIONS	# of HOURS	# of MILES	RATE or COST *WITH OVERHEAD**	TOTAL
EVENT DATE					
Deputy 5/22/26	2	6.5		$ 179.46	$ 2,332.98
Deputy 5/23/26	2	8.5		$ 179.46	$ 3,050.82
					$ -
					$ -
					$ -
				Sub-Total	$ 5,383.80
				TOTAL	$ 5,383.80
Vehicle Minimum or Mileage					$ -
Motorcycle Mileage					$ -
				TOTAL	$ -
Other Expenses: *(List)*					
					$ -
					$ -
				TOTAL	$ -
				TOTAL ESTIMATED COSTS	$ 5,383.80

PUBLIC WORKS
5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237
(858) 694-2212

MARISA K. BARRIE, PE
DIRECTOR

KATHRYN A. STEWART, PE
ASSISTANT DIRECTOR

DATE: February 9, 2026

TO: Andrew Potter Clerk of the Board (MS A-45)

FROM: Keith Kezer DPW Engineering Services (MS O-384)

SUBJECT: REQUEST FOR SIGNATURES TO EXECUTE AGREEMENTS WITH THE CITES OF ESCONDIDO, SAN DIEGO, AND SAN MARCOS PURSUANT TO JANUARY 14, 2026 BOARD ACTION

Mr. Potter;

On January 14, 2026 (1), the Board of Supervisors approved a request to establish appropriations, advertise and award construction contracts for countywide asphalt concrete overlay and slurry seal treatments for Fiscal Year 2025-26, approve reimbursement agreements between the County of San Diego and the cities of Escondido, San Diego and San Marcos and related CEQA exemption.

Item 4 in the approved request authorizes the Clerk of the Board to execute, upon receipt, revenue agreements with the cities of Escondido, San Diego and San Marcos. This request is for the Clerk of the Board to review and sign the agreements and associated copies with the cities of Escondido, San Diego and San Marcos that were approved in this Board action.

Please provide a wet signature on each original agreement (1) and copy (1).

Once signed please return the originals to Keith Kezer at the mail stop shown above. If you have any questions, please contact Keith Kezer at keith.kezer@sdcounty.ca.gov or 858.694.3013.

Cc: Samir Nuhaily, DPW Deputy Director (via email)

Enclosures

January 14, 2026 Minute Order No. 1
Agreement with the City of Escondido (Original and 1 copy)
Agreement with the City of San Diego (Original and 1 copy)
Agreement with the City of San Marcos (Original and 1 copy)

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS - LAND USE
WEDNESDAY, JANUARY 14, 2026

MINUTE ORDER NO. 1

SUBJECT: ESTABLISH APPROPRIATIONS, ADVERTISE AND AWARD CONSTRUCTION CONTRACTS FOR COUNTYWIDE ASPHALT CONCRETE OVERLAY AND SLURRY SEAL TREATMENTS FOR FISCAL YEAR 2025-26, APPROVE REIMBURSEMENT AGREEMENTS BETWEEN THE COUNTY OF SAN DIEGO AND THE CITIES OF ESCONDIDO, SAN DIEGO AND SAN MARCOS AND RELATED CEQA EXEMPTION (DISTRICTS: ALL)

OVERVIEW

The County of San Diego (County) Department of Public Works (DPW) maintains nearly 2,000 centerline miles of roads in the unincorporated areas of San Diego County. The County's average Pavement Condition Index (PCI), an industry-standard rating system used to rate the condition of roads, dropped from 70 in 2012 to 60 in 2016. The change in PCI was due to reduced levels of road maintenance work because of rising construction costs and declining gas tax revenue as vehicles became more fuel efficient. As a result of the Senate Bill 1 (SB1) initiative and the associated resurfacing projects, the condition of County-maintained roads has improved significantly over the past eight years, with the current average PCI at 69. The County maintains a Board-directed goal of achieving PCI 70 by the end of FY 2025-26 and is on track to achieve this goal. DPW estimates receiving $64.9 million in State SB1 gas tax revenue in FY 2025-26 to continue the road resurfacing program. To maintain eligibility for this revenue, the Board must adopt a resolution each year approving a list of proposed projects and submit these to the California Transportation Commission (CTC). On May 21, 2025 (4), the Board adopted the annual resolution and proposed list of roads to be resurfaced during FY 2025-26 using State SB1 gas tax revenue. The list includes approximately 95.54 centerline miles of County-maintained roads to be resurfaced with available road resurfacing funding included in DPW's FY 2025-26 Operational Plan. Part of today's item is to establish appropriations and advertise and award construction contracts for this Board-adopted list of projects.

Additionally, DPW has identified one County-maintained road that crosses into the City of Escondido, one County-maintained road that crosses into the City of San Diego, and two County-maintained roads that cross into the City of San Marcos, where resurfacing coordination will be mutually beneficial and better serve residents. Part of today's item is to authorize the Clerk of the Board to execute, upon receipt, reimbursement agreements with the Cities of Escondido, San Diego, and San Marcos for payment of costs to the County to complete road resurfacing work.
DPW also provides road maintenance services for almost 100 miles of private roads through the Permanent Road Division (PRD) Program. DPW has identified a combined 4.26 centerline miles of road resurfacing in seven PRD Zones in FY 2025-26 based on available funding, road segment condition, road segment traffic volume, maintenance of egress routes in case of disasters, and community input. Road work was identified through field reviews and coordinated with road committees in each PRD Zone.

Today's item seeks approval for the Board to establish appropriations and approve the advertisement and subsequent award of multiple construction contracts for asphalt concrete overlay and slurry seal treatments on County-maintained, city-maintained, and these PRD Zone roads. The total cost for all FY 2025-26 projects is estimated at $73,023,808. Advertisement and award of the construction contracts

are scheduled for Spring 2026. Construction for FY 2025-26 projects is scheduled to begin in summer 2026 and be completed by fall 2027.

RECOMMENDATION(S)
CHIEF ADMINISTRATIVE OFFICER

1. Find in accordance with Section 15301(c) of the California Environmental Quality Act (CEQA) Guidelines that the proposed projects and approval of the associated revenue agreements are categorically exempt from CEQA review because they involve the maintenance of existing public roads involving no or negligible expansion of existing use.

2. Establish appropriations of $609,744 in the Department of Public Works Road Fund, Services & Supplies, for the AC Overlay 2526 A (North) and Pavement Seal 2526 (North) projects based on revenue from the Agreements with the Cities of Escondido, San Diego and San Marcos. **(4 VOTES)**

3. Authorize the Director, Department of Purchasing and Contracting, to advertise and award multiple construction contracts and to take other actions authorized by Section 401 et seq. of the Administrative Code with respect to contracting for asphalt concrete overlay and slurry seal projects on County-maintained, city-maintained, and PRD Zone roads as identified in Attachments A through E, which are on file with the Clerk of the Board.

4. Authorize the Clerk of the Board to execute, upon receipt, revenue agreements with the Cities of Escondido, San Diego and San Marcos for road resurfacing in accordance with Board Policy B-29 and Attachments A through C, which are on file with the Clerk of the Board.

5. Designate the Director, Department of Public Works, as the County Officer responsible for administering the construction contracts in accordance with Board Policy F-41, Public Works Construction Projects.

EQUITY IMPACT STATEMENT
The Department of Public Works (DPW) uses best management practices when preserving the County-maintained road network and responds to community feedback through the Tell Us Now! mobile app and toll-free hotlines. The collective information is evaluated by DPW and used to develop a list of roads requiring maintenance that is balanced proportionally to the total centerline miles within each County district. Approximately 55% of the roads on the maintenance list are located within underserved communities as defined in the most recent version of CalEnviroScreen (4.0) and Healthy Places Index (3.0) GIS layer. The projects will provide significant benefits to the residents, including enhancements to the Americans with Disabilities Act (ADA) pedestrian ramps and drainage improvements that will improve access and mobility for non-motorized road users. Road resurfacing facilitates transit and allows cars and buses to travel to underserved communities to bring workers to job centers and other resources. County of San Diego construction contracts are advertised to the public, competitively bid, and help stimulate the local economy.

SUSTAINABILITY IMPACT STATEMENT
Timely maintenance of County roads promotes economic, environmental, social, and health sustainability, while preventing costlier future repairs and supporting fiscal responsibility. Asphalt concrete rehabilitation incorporates 25% recycled material from deteriorated roads, conserving thousands of tons of aggregate annually and advancing the County's recycling and pollution reduction

goals. Well-maintained roads reduce vehicle maintenance needs, offering social sustainability benefits. Drainage upgrades-such as culvert, curb, and gutter rehabilitation-enhance water quality and extend infrastructure lifespan, aligning with environmental sustainability objectives. Installing ADA-compliant pedestrian ramps improves walkability and transit access, supporting public health, reducing emissions, and contributing to a greener, carbon-free future.

FISCAL IMPACT
Funds for this request are included in the Fiscal Year 2025-26 Operational Plan in Permanent Road Divisions (PRD) and partially included in the Fiscal Year 2025-26 Operational Plan in the Department of Public Works (DPW) Road Fund. If approved, this request will establish additional appropriations of $609,744, resulting in additional costs and revenue for the DPW Road Fund, as outlined in recommendation 2 to coordinate resurfacing activities with neighboring cities for roads that cross jurisdictional boundaries. The funding sources for this request are revenues from agreements with the Cities of Escondido ($288,516), San Diego ($268,186), and San Marcos ($53,042). The total cost for all FY 2025-26 projects is estimated at $73,023,808, including an 8% contingency for County-maintained roads and a 20% contingency for city-maintained and PRD Zone roads for unforeseen conditions that may arise during construction. The funding sources are State SB1 gas tax revenue ($62,953,444), Road Fund fund balance ($2,181,000), TransNet ($6,200,000), City of Escondido revenue agreement ($288,516), City of San Diego revenue agreement ($268,186), City of San Marcos revenue agreement ($53,042), and PRD Zones' available prior year fund balance ($1,079,620). There will be no change in net General Fund costs and no additional staff years.

BUSINESS IMPACT STATEMENT
Road maintenance improves the condition of the roads, facilitates the transit of goods, and eases movement to jobs, schools, shopping and medical centers, and government services. County of San Diego construction contracts are also publicly advertised and competitively bid, and help stimulate the local economy. All workers employed on public works projects must be paid prevailing wages determined by the California Department of Industrial Relations, according to the type of work and location of the project.

ACTION:
ON MOTION of Supervisor Montgomery Steppe, seconded by Supervisor Aguirre, the Board of Supervisors took action as recommended, on Consent.

AYES: Aguirre, Anderson, Lawson-Remer, Montgomery Steppe, Desmond

State of California)
County of San Diego)

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors

Signed
by Andrew Potter

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

CITY OF ESCONDIDO

FOR

MONTIEL ROAD ROADWAY RESURFACING

This Roadway Resurfacing Service Agreement ("Agreement") is entered into as of the last date of signature below, by and between the County of San Diego, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Escondido, a California municipal corporation, (hereinafter "CITY") for Roadway Resurfacing of Montiel Road, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

A. Pursuant to Government Code section 54981 the legislative body of the CITY is authorized to contract with the legislative body of the COUNTY for the performance of municipal services within the territory of the CITY.
B. The COUNTY currently has a North County Metro Roadway Resurfacing Project, comprising of segments of Montiel Road, which total approximately .51 miles, which excludes work outside of the COUNTY'S jurisdiction ("COUNTY PROJECT").
C. The CITY currently has jurisdiction over portions of these segments to County Limit, which total approximately 0.27 miles, adjacent to the COUNTY PROJECT.
D. COUNTY and CITY have mutually agreed that the CITY portion of Montiel Road is in need of roadway resurfacing (0.27 miles).
E. The CITY limit is either side of the COUNTY PROJECT "Exhibit A", which is attached hereto and incorporated by this reference. All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
F. The Roadway Resurfacing project will consist of asphalt concrete mill and inlay. The existing surface will be milled to a depth of 2 inches to remove surface distresses and irregularities. Two inches of polymer modified hot mix asphalt concrete will then be placed within the milled section. Incidental work will include and not be limited to repair of base failures (digouts), dike replacement, utility coordination and signing and striping the roadway.
G. The COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
H. The COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. The CITY will fund project work up to an amount of two hundred eighty-eight thousand, five hundred sixteen dollars and eighteen cents ($288,516.18) as well as changes to the CITY PROJECT completed with prior CITY approval. The COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.

I. The COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1) "CITY PROJECT" refers to the portion of the resurfacing work located within the jurisdictional boundaries of the City of Escondido, totaling approximately 0.27 miles of Montiel Road, as shown in Exhibit A. This includes all improvements proposed within CITY limits and funded by the CITY under this Agreement.
2) "COUNTY PROJECT" refers to the portion of the resurfacing work located within the jurisdictional boundaries of the County of San Diego, totaling approximately 0.51 miles of Montiel Road, as part of the COUNTY's North County Metro Roadway Resurfacing Project, excluding work outside of COUNTY jurisdiction.
3) "Construction Contract" refers to the contract awarded by the COUNTY for its FY26 Roadway Maintenance Program, which includes both the CITY PROJECT and COUNTY PROJECT as part of a single coordinated resurfacing effort. The COUNTY will manage this contract and provide administrative, technical, and managerial support for implementation of the CITY PROJECT.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services for which the CITY will reimburse COUNTY as shown on Exhibit "B", which is attached hereto and incorporated by this reference.
2. To prepare, or cause to be prepared, detailed plans, specifications and estimates documents ("PS&E") for CITY PROJECT and submit to the CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to the COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by the CITY.
3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, the CITY and COUNTY shall coordinate and cooperate in good faith to make all necessary arrangements with the owners of such facilities for their protection, adjustment, relocation, or removal. The CITY and COUNTY shall, in good faith, coordinate and cooperate to require the utility owner and/or its contractors performing the relocation work within the CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. The CITY and COUNTY shall, in good faith, coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.

4. To make written application to CITY for a Public Right-of-Way Permit authorizing entry into CITY's right of way for the purposes of constructing CITY PROJECT.
5. In accordance with Exhibit "C", Agreement Designating Lead Agency, which is attached hereto and incorporated by this reference, to act as the Lead Agency under the California Environmental Quality Act ("CEQA") for the CITY PROJECT. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or County statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the COUNTY public construction codes, California Labor Code, and California Public Contract Code.
6. To furnish a representative to perform the function of Resident Engineer during construction of the CITY PROJECT.
7. To furnish qualified support staff to assist the Resident Engineer; such assistance shall include, but not be limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
8. To construct the CITY PROJECT in accordance with CITY approved PS&E documents.
9. To submit any contract change order that causes the amount of the CITY PROJECT improvements to exceed $288,516.18 (as shown in Exhibit B) to CITY for review and approval prior to final authorization by COUNTY.
10. To furnish the CITY as-built plans, within one hundred and eighty (180) days following the completion and mutual acceptance of the CITY PROJECT and the recorded date for Notice of Completion of the Construction Contract.
11. To furnish the CITY a final reconciliation of project expenses within ninety (90) days following the completion and mutual acceptance of the CITY PROJECT and the recorded date for Notice of Completion of the Construction Contract. If final costs associated with the CITY PROJECT improvements are in excess of the deposit provided in Section 2, the COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT improvements are less than the deposit provided in Section 2, the COUNTY shall reimburse the CITY for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement, subject to City Council approval if applicable.
2. To deposit with the COUNTY, within 30 days of executing this agreement, full value ($288,516.18) (the "Deposit"), as provided in "Exhibit B".
3. CITY agrees to approve the COUNTY or its contractors Public Right-of-Way Permit application authorizing entry onto CITY's right of way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, and construction of the CITY PROJECT, if the proposed work meets CITY design and access requirements, within 45 days of the application being deemed complete. The CITY agrees to reimburse the COUNTY for COUNTY, or its

contractor's, cost to obtain such permit and for any requirements of said permit not required by COUNTY's Construction Contract.

4. In support of the COUNTY's resurfacing activities within CITY boundaries, the CITY agrees to waive all applicable Right-of-Way Encroachment permit fees, including inspection fees and traffic control review fees, specifically for work the CITY PROJECT. This waiver of permit applies only to work conducted during normal City working hours, defined as Monday through Friday, 7:00 AM to 4:00 PM. Any work conducted outside of normal working hours shall require a Noise Variance Permit, which is subject to approval and issuance by the CITY. If approved, the COUNTY shall require the awarded contractor to submit for a Noise Variance Permit with the City, with a minimum of 96 hours' notice prior to such work. Issuance of a Noise Variance Permit is not guaranteed. If the Noise Variance Permit is not approved, the COUNTY shall coordinate with the CITY to reschedule the work within approved working hours or explore alternative compliance measures.
5. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
6. To provide oversight of the CITY PROJECT, to provide reviews and approvals, as appropriate, of submittals by the COUNTY, and to cooperate in processing of the CITY PROJECT.
7. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for the CITY PROJECT submitted by the COUNTY for services rendered in accordance with this Agreement, subject to City Council approval if applicable.
8. The City agrees that it shall be legally obligated to pay the full cost of the CITY PROJECT, including any costs associated with change orders reasonably necessary to complete the project, and that this liability shall not be reduced, excused or defensed on the basis of the failure or refusal of the City Council to approve an amendment to this Agreement or budget necessary funds to pay the liability.
9. City agrees that the COUNTY shall not be liable to the CITY for any cost increases or liabilities resulting from any alleged errors or omissions in site investigation, utility coordination, engineering review, or other activities associated with, use in, and including the PSE for the CITY PROJECT and that the COUNTY makes no representations or warranties regarding quality of work or materials for the CITY PROJECT. CITY is a third-party beneficiary of the CITY PROJECT work to be included in the COUNTY contract per Section 1 and the COUNTY agrees to assign any warranties or other contractual rights it may have to the CITY for the CITY PROJECT portion of the work.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including soft costs and contingency, is estimated to be, two hundred and eighty-eight thousand, five hundred and eighteen dollars and eighteen cents ($288,516.18) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of the CITY's deposit as required in Section 2.
3. During any portion of the CITY PROJECT, if a cost overrun exceeding ten percent (10%) of the COUNTY Construction Cost Estimate is identified, the COUNTY and CITY shall endeavor to agree

upon a course of action in a timely manner to avoid construction delay, contractor mobilization or similar costs.

4. Construction by the COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until a Public Right-of-Way Permit to the COUNTY, or COUNTY's contractor, authorizing such work has been issued by the CITY.
5. Parties shall obtain and/or cause any agent, subcontractor or other representative of that Party to maintain insurance at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. The COUNTY shall ensure that any contractor or subcontractors working on the CITY PROJECT will name City of Escondido, its respective elected officials, officers, employees, agents, and representatives as additional insureds under all policies of insurance, and that additional insured certificates be provided to the CITY as specifically set forth in "Exhibit D," City of Escondido Insurance Requirements. The COUNTY shall also ensure that any contractor or subcontractor working on the CITY PROJECT will agree to defend and indemnify City of Escondido, its respective elected officials, officers, employees, agents, and representatives against any claims arising out of the CITY PROJECT, with the exception of claims arising out of the CITY'S sole negligence or willful misconduct. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside, and no further agreement will be necessary to transfer ownership. The COUNTY shall have no liability for any claims within the scope of insurance provided by the COUNTY's contractor, and any insurance or self-insurance maintained by the COUNTY shall not be obligated for any such insured claims.
6. Upon completion and acceptance of the CITY PROJECT, the CITY shall be responsible for the ongoing maintenance of all improvements constructed within CITY jurisdiction. The COUNTY shall be responsible for the maintenance of improvements constructed within COUNTY jurisdiction as part of the COUNTY PROJECT. The CITY shall assume maintenance responsibility for the CITY PROJECT upon receipt of a Notice of Completion of the Construction Contract from the COUNTY.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
8. In the event that either party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement for default. Termination by CITY for default after the award of a construction contract shall not excuse CITY from paying for the CITY PROJECT work completed prior to termination. If the COUNTY's contractor has the legal right to complete work per the awarded contract, the CITY's termination for default shall not excuse the CITY from liability to the contractor for completion or damages for failure to allow completion of the CITY PROJECT.
9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
10. This Agreement is to be construed in accordance with the laws of the State of California.

11. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.
12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final form.
14. Any waiver by the COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of the COUNTY or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping the COUNTY or CITY from enforcing this Agreement.
15. This Agreement and the Exhibits herein contain the entire agreement between the PARTIES, and are intended by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
17. The CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.
18. The CITY PROJECT shall be awarded and completed in conformity with all applicable federal, State, and COUNTY laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. The COUNTY as the Party responsible for overseeing the contract work shall ensure compliance with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. In addition to any applicable federal or State laws, rules, or regulations, the COUNTY shall comply with CITY requirements imposed for access to CITY right-of-way and design requirements included in the PSE at the request of the CITY.
19. Any party may propose amendments to this Agreement by providing written notice of such amendments to the other party. This Agreement may only be amended by a written amendment signed by each party's administrator.
20. This Agreement only applies to the CITY PROJECT described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this Agreement.

21. This Agreement shall become effective on the date all of the parties have signed this Agreement and be in force until the latter of two years from the execution date or the completion and final payment by CITY for CITY PROJECT.
22. The COUNTY or CITY may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time prior to the award of a construction contract for the CITY PROJECT by the COUNTY.
23. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
24. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the Parties may designate:

COUNTY:

County of San Diego, Department of Public Works
Attn: Samir Nuhaily, Deputy Director of Public Works
5510 Overland Ave, Suite 370
San Diego, CA 92123
Phone: (619) 507-7754

CITY:

Escondido
Jonathan Schauble, City Engineer
201 N Broadway
Escondido, CA 92025

Attachments:

1. EXHIBIT A – PROJECT MAP
2. EXHIBIT B – CITY ESTIMATED PROJECT COSTS
3. EXHIBIT C – AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT
4. EXHIBIT D – CITY OF ESCONDIDO INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, this Agreement is executed by the City of Escondido and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: _____
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 2/17/26

CITY OF ESCONDIDO

Signed by:
BY: Dane White
1165E8C30EB8413...
DANE WHITE
Mayor
DATE: 10/30/2025

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 1/14/26 Minute Order No. 1
By: _____ Date: 2/17/26
Deputy Clerk of the Board Supervisors

Approved as to form this 17 day of February, 2025.

BY: Thomas C. Bosworth
THOMAS BOSWORTH
County Counsel

Approved as to form this 29 day of October, 2025.

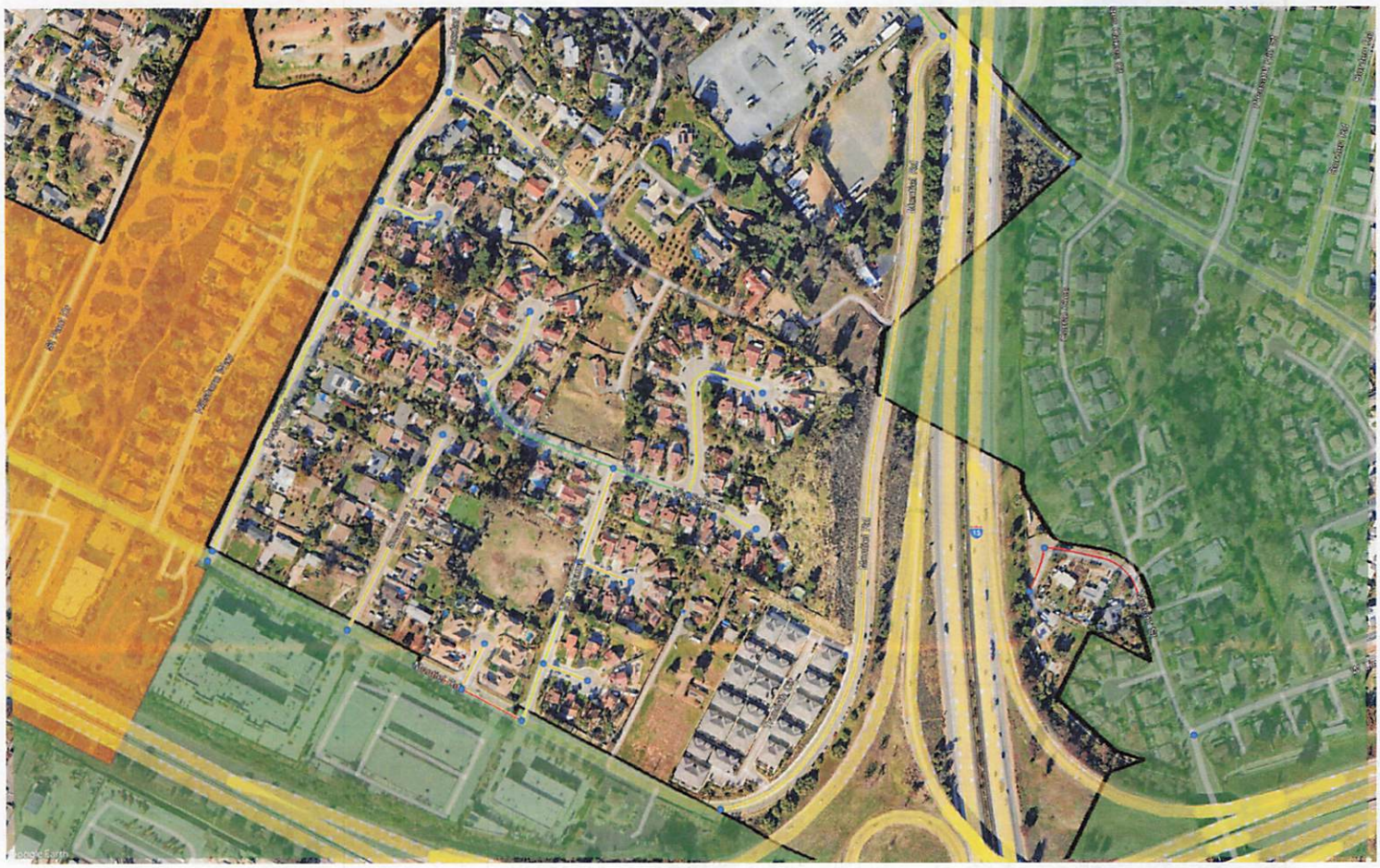
MICHAEL R. MCGUINNESS , City Attorney

Signed by:
BY: Elyse Dayrit
852C43F0F1F9448...
City Attorney

Approved and/or authorized by the
Board of Supervisors of the County of San Diego
Meeting Date _____ Minute Order No. _____
By _____ Date _____
Deputy Clerk of the Board Supervisors

Exhibit A

County DPW Resurfacing Exhibit
Montiel Rd



District 5

Exhibit B

SUPERVISORIAL DISTRICT 5										
County Planning Group	Road Name	FROM	TO	# LANES	Area (SY)	Treatment	PCI	Est Construction Cost	Est Total Cost (Const + 28% Soft Cost)	City Length (MI)
NORTH COUNTY METRO (ISL)	MONTIEL RD	SUZANNE LN	105 FT W/O TRUNORTH CIR	1 to 2	4,635	2" Mill/Inlay	18	$185,765	$237,779.61	0.24
NORTH COUNTY METRO (ISL)	MONTIEL RD	ESCONDIDO CITY ENTER	ESCONDIDO CITY LEAVE	2	989	2" Mill/Inlay	18	$39,638	$50,736.58	0.05
				2	5,624			$225,403.27	$288,516.18	0.29

Mill Inlay							
No.	Code	Item Description	Qty	Unit	Cost	Total	
1		Prepare Water Pollution Control Program	1	LS	$2,000	$2,000	
2		Construction Site Management	1	LS	$10,000	$10,000	
3		Plane Asphalt Concrete Pavement (Full Width)	5,624	SY	$4.75	$26,714	
4		Replace Asphalt Concrete Surfacing	94	CY	$275	$25,777	
5		Tack Coat	2.1	TON	$800	$1,644	
6		HMA Type A	812	TON	$145	$117,701	
7		Pavement Delineation	1	LS	$2,000.00	$2,000	
8		Field Orders	1	DLR	$2,000	$2,000	
					Base Subtotal	$187,836	
					Contingency (20%)	$37,567	
					Base Total	**$225,403**	$40.08

EXHIBIT C

AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT

This Agreement is made between the County of San Diego (County) and City of Escondido (City) under Title 14 California Code of Regulations 15051(d), designating the County as the lead agency under the California Environmental Quality Act (CEQA) for the City Project.

WHEREAS, the County and City desire the County to carry out the City Project pursuant to Montiel Road Resurfacing project;

WHEREAS, the City currently has jurisdiction over a portion of the roadway where the City Project is located, and the City will fund one hundred percent (100%) of the City Project;

WHEREAS, both parties are public agencies that may each carry out or approve portions of the project, and both may have substantial claim to act as lead agency under CEQA;

NOW THEREFORE, the parties agree that the County will act as the CEQA lead agency for the environmental review of the project and will have all discretion to fulfill the obligations of a CEQA lead agency with respect to the project.

IN WITNESS WHEREOF, this Agreement is executed by the City of Escondido and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: _____
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 2/17/26

Approved as to form this 17 day of February, 2026.
BY: Thomas L. Bosworth
THOMAS BOSWORTH
County Counsel

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 1/14/26 Minute Order No. 1
By: _____ Date: 2/17/26
Deputy Clerk of the Board Supervisors

Escondido

Signed by:
BY: Dane White
1165E8C30EB8413...
DANE WHITE
Mayor
DATE: 10/30/2025

Approved as to form this 29 day of October, 2025.
MICHAEL MCGUINNESS

Signed by:
By: Elyse Dayrit
852C43F0F1F9448...
City Attorney

Exhibit D

INSURANCE REQUIREMENTS

The Parties shall obtain and cause any agent, subcontractor, or other representative providing work for or in relation to the Project to maintain insurance at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. Insurance required by this Agreement shall meet the following requirements:

a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

(1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than $3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than $3,000,000, or (ii) the general aggregate shall be at least $3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.

(2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

(3) *Workers' Compensation*. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

(4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) *Compliance with General Condition Requirements*. Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions

(2) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.

(3) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.

(4) *Primary Coverage*. CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(5) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(6) *Subcontractors*. If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(7) *Waiver of Subrogation*. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

(8) *Self-Insurance*. CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.

(9) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. *No Limitation of Obligations*. The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.

f. *Compliance*. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CTY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work

under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

PUBLIC WORKS
5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237
(858) 694-2212

MARISA K. BARRIE, PE
DIRECTOR

KATHRYN A. STEWART, PE
ASSISTANT DIRECTOR

DATE: February 9, 2026

TO: Andrew Potter Clerk of the Board (MS A-45)

FROM: Keith Kezer DPW Engineering Services (MS O-384)

SUBJECT: REQUEST FOR SIGNATURES TO EXECUTE AGREEMENTS WITH THE CITES OF ESCONDIDO, SAN DIEGO, AND SAN MARCOS PURSUANT TO JANUARY 14, 2026 BOARD ACTION

Mr. Potter;

On January 14, 2026 (1), the Board of Supervisors approved a request to establish appropriations, advertise and award construction contracts for countywide asphalt concrete overlay and slurry seal treatments for Fiscal Year 2025-26, approve reimbursement agreements between the County of San Diego and the cities of Escondido, San Diego and San Marcos and related CEQA exemption.

Item 4 in the approved request authorizes the Clerk of the Board to execute, upon receipt, revenue agreements with the cities of Escondido, San Diego and San Marcos. This request is for the Clerk of the Board to review and sign the agreements and associated copies with the cities of Escondido, San Diego and San Marcos that were approved in this Board action.

Please provide a wet signature on each original agreement (1) and copy (1).

Once signed please return the originals to Keith Kezer at the mail stop shown above. If you have any questions, please contact Keith Kezer at keith.kezer@sdcounty.ca.gov or 858.694.3013.

Cc: Samir Nuhaily, DPW Deputy Director (via email)

Enclosures

January 14, 2026 Minute Order No. 1
Agreement with the City of Escondido (Original and 1 copy)
Agreement with the City of San Diego (Original and 1 copy)
Agreement with the City of San Marcos (Original and 1 copy)

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS - LAND USE
WEDNESDAY, JANUARY 14, 2026

MINUTE ORDER NO. 1

SUBJECT: ESTABLISH APPROPRIATIONS, ADVERTISE AND AWARD CONSTRUCTION CONTRACTS FOR COUNTYWIDE ASPHALT CONCRETE OVERLAY AND SLURRY SEAL TREATMENTS FOR FISCAL YEAR 2025-26, APPROVE REIMBURSEMENT AGREEMENTS BETWEEN THE COUNTY OF SAN DIEGO AND THE CITIES OF ESCONDIDO, SAN DIEGO AND SAN MARCOS AND RELATED CEQA EXEMPTION (DISTRICTS: ALL)

OVERVIEW

The County of San Diego (County) Department of Public Works (DPW) maintains nearly 2,000 centerline miles of roads in the unincorporated areas of San Diego County. The County's average Pavement Condition Index (PCI), an industry-standard rating system used to rate the condition of roads, dropped from 70 in 2012 to 60 in 2016. The change in PCI was due to reduced levels of road maintenance work because of rising construction costs and declining gas tax revenue as vehicles became more fuel efficient. As a result of the Senate Bill 1 (SB1) initiative and the associated resurfacing projects, the condition of County-maintained roads has improved significantly over the past eight years, with the current average PCI at 69. The County maintains a Board-directed goal of achieving PCI 70 by the end of FY 2025-26 and is on track to achieve this goal. DPW estimates receiving $64.9 million in State SB1 gas tax revenue in FY 2025-26 to continue the road resurfacing program. To maintain eligibility for this revenue, the Board must adopt a resolution each year approving a list of proposed projects and submit these to the California Transportation Commission (CTC). On May 21, 2025 (4), the Board adopted the annual resolution and proposed list of roads to be resurfaced during FY 2025-26 using State SB1 gas tax revenue. The list includes approximately 95.54 centerline miles of County-maintained roads to be resurfaced with available road resurfacing funding included in DPW's FY 2025-26 Operational Plan. Part of today's item is to establish appropriations and advertise and award construction contracts for this Board-adopted list of projects.

Additionally, DPW has identified one County-maintained road that crosses into the City of Escondido, one County-maintained road that crosses into the City of San Diego, and two County-maintained roads that cross into the City of San Marcos, where resurfacing coordination will be mutually beneficial and better serve residents. Part of today's item is to authorize the Clerk of the Board to execute, upon receipt, reimbursement agreements with the Cities of Escondido, San Diego, and San Marcos for payment of costs to the County to complete road resurfacing work.
DPW also provides road maintenance services for almost 100 miles of private roads through the Permanent Road Division (PRD) Program. DPW has identified a combined 4.26 centerline miles of road resurfacing in seven PRD Zones in FY 2025-26 based on available funding, road segment condition, road segment traffic volume, maintenance of egress routes in case of disasters, and community input. Road work was identified through field reviews and coordinated with road committees in each PRD Zone.

Today's item seeks approval for the Board to establish appropriations and approve the advertisement and subsequent award of multiple construction contracts for asphalt concrete overlay and slurry seal treatments on County-maintained, city-maintained, and these PRD Zone roads. The total cost for all FY 2025-26 projects is estimated at $73,023,808. Advertisement and award of the construction contracts

are scheduled for Spring 2026. Construction for FY 2025-26 projects is scheduled to begin in summer 2026 and be completed by fall 2027.

RECOMMENDATION(S)
CHIEF ADMINISTRATIVE OFFICER

1. Find in accordance with Section 15301(c) of the California Environmental Quality Act (CEQA) Guidelines that the proposed projects and approval of the associated revenue agreements are categorically exempt from CEQA review because they involve the maintenance of existing public roads involving no or negligible expansion of existing use.

2. Establish appropriations of $609,744 in the Department of Public Works Road Fund, Services & Supplies, for the AC Overlay 2526 A (North) and Pavement Seal 2526 (North) projects based on revenue from the Agreements with the Cities of Escondido, San Diego and San Marcos. **(4 VOTES)**

3. Authorize the Director, Department of Purchasing and Contracting, to advertise and award multiple construction contracts and to take other actions authorized by Section 401 et seq. of the Administrative Code with respect to contracting for asphalt concrete overlay and slurry seal projects on County-maintained, city-maintained, and PRD Zone roads as identified in Attachments A through E, which are on file with the Clerk of the Board.

4. Authorize the Clerk of the Board to execute, upon receipt, revenue agreements with the Cities of Escondido, San Diego and San Marcos for road resurfacing in accordance with Board Policy B-29 and Attachments A through C, which are on file with the Clerk of the Board.

5. Designate the Director, Department of Public Works, as the County Officer responsible for administering the construction contracts in accordance with Board Policy F-41, Public Works Construction Projects.

EQUITY IMPACT STATEMENT
The Department of Public Works (DPW) uses best management practices when preserving the County-maintained road network and responds to community feedback through the Tell Us Now! mobile app and toll-free hotlines. The collective information is evaluated by DPW and used to develop a list of roads requiring maintenance that is balanced proportionally to the total centerline miles within each County district. Approximately 55% of the roads on the maintenance list are located within underserved communities as defined in the most recent version of CalEnviroScreen (4.0) and Healthy Places Index (3.0) GIS layer. The projects will provide significant benefits to the residents, including enhancements to the Americans with Disabilities Act (ADA) pedestrian ramps and drainage improvements that will improve access and mobility for non-motorized road users. Road resurfacing facilitates transit and allows cars and buses to travel to underserved communities to bring workers to job centers and other resources. County of San Diego construction contracts are advertised to the public, competitively bid, and help stimulate the local economy.

SUSTAINABILITY IMPACT STATEMENT
Timely maintenance of County roads promotes economic, environmental, social, and health sustainability, while preventing costlier future repairs and supporting fiscal responsibility. Asphalt concrete rehabilitation incorporates 25% recycled material from deteriorated roads, conserving thousands of tons of aggregate annually and advancing the County's recycling and pollution reduction

goals. Well-maintained roads reduce vehicle maintenance needs, offering social sustainability benefits. Drainage upgrades-such as culvert, curb, and gutter rehabilitation-enhance water quality and extend infrastructure lifespan, aligning with environmental sustainability objectives. Installing ADA-compliant pedestrian ramps improves walkability and transit access, supporting public health, reducing emissions, and contributing to a greener, carbon-free future.

FISCAL IMPACT
Funds for this request are included in the Fiscal Year 2025-26 Operational Plan in Permanent Road Divisions (PRD) and partially included in the Fiscal Year 2025-26 Operational Plan in the Department of Public Works (DPW) Road Fund. If approved, this request will establish additional appropriations of $609,744, resulting in additional costs and revenue for the DPW Road Fund, as outlined in recommendation 2 to coordinate resurfacing activities with neighboring cities for roads that cross jurisdictional boundaries. The funding sources for this request are revenues from agreements with the Cities of Escondido ($288,516), San Diego ($268,186), and San Marcos ($53,042). The total cost for all FY 2025-26 projects is estimated at $73,023,808, including an 8% contingency for County-maintained roads and a 20% contingency for city-maintained and PRD Zone roads for unforeseen conditions that may arise during construction. The funding sources are State SB1 gas tax revenue ($62,953,444), Road Fund fund balance ($2,181,000), TransNet ($6,200,000), City of Escondido revenue agreement ($288,516), City of San Diego revenue agreement ($268,186), City of San Marcos revenue agreement ($53,042), and PRD Zones' available prior year fund balance ($1,079,620). There will be no change in net General Fund costs and no additional staff years.

BUSINESS IMPACT STATEMENT
Road maintenance improves the condition of the roads, facilitates the transit of goods, and eases movement to jobs, schools, shopping and medical centers, and government services. County of San Diego construction contracts are also publicly advertised and competitively bid, and help stimulate the local economy. All workers employed on public works projects must be paid prevailing wages determined by the California Department of Industrial Relations, according to the type of work and location of the project.

ACTION:
ON MOTION of Supervisor Montgomery Steppe, seconded by Supervisor Aguirre, the Board of Supervisors took action as recommended, on Consent.

AYES: Aguirre, Anderson, Lawson-Remer, Montgomery Steppe, Desmond

State of California)
County of San Diego)

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors

Signed by Andrew Potter

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

CITY OF SAN DIEGO

FOR

LONE QUAIL ROAD ROADWAY RESURFACING

This Service Agreement for the Lone Quail Road Roadway Resurfacing ("Agreement") is entered into this 17th day of February 2026, by and between the County of San Diego, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of San Diego, a municipal corporation, (hereinafter "CITY") for Roadway Resurfacing of Lone Quail Road, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

A. Pursuant to Government Code section 54981 the legislative body of the CITY is authorized to contract with the legislative body of the COUNTY for the performance of municipal services within the territory of the CITY.
B. The COUNTY currently has a Resurfacing project, comprising of segments of Lone Quail Road, which total approximately 0.28 miles ("COUNTY PROJECT").
C. The COUNTY AND CITY jurisdictional boundary bisects portions of Lone Quail Road whereby the CITY currently has jurisdiction over portions of this segment, which total approximately 0.17 miles, adjacent to the COUNTY PROJECT.
D. COUNTY and CITY have mutually agreed that the CITY portion of Lone Quail Road is in need of roadway resurfacing (0.17 miles).
E. The CITY limit is the western side of the COUNTY PROJECT "Exhibit A". All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
F. The Roadway Resurfacing project will consist of asphalt concrete mill and inlay. The existing surface will be milled to a depth of 2 inches to remove surface distresses and irregularities. Two inches of polymer modified asphalt concrete will then be placed within the milled section. Incidental work will include and not be limited to repair of base failures (digouts), utility coordination and striping the roadway.
G. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
H. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. The CITY will fund project work up to an amount of two hundred sixty-eight thousand, one hundred eighty-six dollars and eighty-one cents (268,186.81) as well as changes to the CITY PROJECT completed with prior CITY approval. COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.
I. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

CITY OF SAN DIEGO

FOR

LONE QUAIL ROAD ROADWAY RESURFACING

This Service Agreement for the Lone Quail Road Roadway Resurfacing ("Agreement") is entered into this ___ day of _____ , 2025, by and between the County of San Diego, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of San Diego, a municipal corporation, (hereinafter "CITY") for Roadway Resurfacing of Lone Quail Road, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

A. Pursuant to Government Code section 54981 the legislative body of the CITY is authorized to contract with the legislative body of the COUNTY for the performance of municipal services within the territory of the CITY.
B. The COUNTY currently has a Resurfacing project, comprising of segments of Lone Quail Road, which total approximately 0.28 miles ("COUNTY PROJECT").
C. The COUNTY AND CITY jurisdictional boundary bisects portions of Lone Quail Road whereby the CITY currently has jurisdiction over portions of this segment, which total approximately 0.17 miles, adjacent to the COUNTY PROJECT.
D. COUNTY and CITY have mutually agreed that the CITY portion of Lone Quail Road is in need of roadway resurfacing (0.17 miles).
E. The CITY limit is the western side of the COUNTY PROJECT "Exhibit A". All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
F. The Roadway Resurfacing project will consist of asphalt concrete mill and inlay. The existing surface will be milled to a depth of 2 inches to remove surface distresses and irregularities. Two inches of polymer modified asphalt concrete will then be placed within the milled section. Incidental work will include and not be limited to repair of base failures (digouts), utility coordination and striping the roadway.
G. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
H. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. The CITY will fund project work up to an amount of two hundred sixty-eight thousand, one hundred eighty-six dollars and eighty-one cents (268,186.81) as well as changes to the CITY PROJECT completed with prior CITY approval. COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.
I. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services for which the CITY will reimburse COUNTY as shown on Exhibit "B", which is attached hereto and incorporated by this reference.
2. To prepare, or cause to be prepared, detailed plans, specifications and estimates documents ("PS&E") for CITY PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, CITY and COUNTY shall coordinate and cooperate in good faith to make all necessary arrangements with the owners of such facilities for their protection, adjustment, relocation, or removal. CITY and COUNTY shall, in good faith, coordinate and cooperate to require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall, in good faith, coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.
4. To make written application to CITY for a Public Right-of-Way Permit authorizing entry into CITY's right of way for the purposes of constructing CITY PROJECT.
5. In accordance with Exhibit "C", Agreement Designating Lead Agency, to act as the Lead Agency under the California Environmental Quality Act ("CEQA") for the CITY PROJECT. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or County statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the COUNTY public construction codes, California Labor Code, and California Public Contract Code.
6. To furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
7. To furnish qualified support staff to assist the Resident Engineer; such assistance shall include, but not be limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
8. To construct the CITY PROJECT in accordance with approved PS&E documents.
9. To submit any contract change order that causes the amount of the CITY PROJECT improvements to exceed $268,186.81 (as shown in Exhibit B) to CITY for review and approval prior to final authorization by COUNTY.

10. To furnish CITY as-built plans, within one hundred and eighty (180) days following the completion and acceptance of the CITY PROJECT construction contract.
11. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the CITY PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall reimburse CITY for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement, subject to City Council approval if applicable.
2. To deposit with COUNTY, within 30 days of executing this agreement, full value ($268,186.81) (the "Deposit"), as provided in "Exhibit B".
3. CITY agrees to approve the COUNTY or its contractors Public Right-of-Way Permit application authorizing entry onto CITY's right of way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, and construction of the CITY PROJECT, if the proposed work meets CITY design and access requirements, within 45 days of the application being deemed complete. CITY agrees to reimburse COUNTY for COUNTY, or its contractor's, cost to obtain such permit and for any requirements of said permit not required by COUNTY's construction contract.
4. CITY agrees to waive permits (except for Public Right-of-Way Permit) including, but not limited to, private development applications for COUNTY activities required for resurfacing within CITY boundaries.
5. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
6. To provide oversight of the CITY PROJECT, to provide reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in processing of the CITY PROJECT.
7. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement, subject to City Council approval if applicable.
8. CITY agrees that it shall be legally obligated to pay the full cost of the CITY PROJECT, including any costs associated with change orders reasonably necessary to complete the project, and that this liability shall not be reduced, excused or defensed on the basis of the failure or refusal of the City Council to approve an amendment to this Agreement or budget necessary funds to pay the liability.
9. CITY agrees that COUNTY shall not be liable to CITY for any cost increases or liabilities resulting from any alleged errors or omissions in site investigation, utility coordination, engineering review, or other activities associated with, use in, and including the PSE for the CITY PROJECT and that COUNTY makes no representations or warranties regarding quality of work or materials for the CITY PROJECT. CITY is a third-party beneficiary of the CITY PROJECT work to be included

in the COUNTY contract per Section 1 and COUNTY agrees to assign any warranties or other contractual rights it may have to CITY for the CITY PROJECT portion of the work.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including soft costs and contingency, is estimated to be, two hundred and sixty-eight thousand, one hundred and eighty-six dollars and eighty-one cents ($268,186.81) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's deposit as required in Section 2.
3. During any portion of the CITY PROJECT, if a cost overrun exceeding ten percent (10%) of the COUNTY Construction Cost Estimate is identified, COUNTY and CITY shall endeavor to agree upon a course of action in a timely manner to avoid construction delay, contractor mobilization or similar costs.
4. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until a Public Right-of-Way Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
5. Parties shall obtain and/or cause any agent, subcontractor or other representative of that Party to maintain insurance at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. COUNTY shall ensure that any contractor or subcontractors working on the CITY PROJECT will name City of San Diego, its respective elected officials, officers, employees, agents, and representatives as additional insureds under all policies of insurance, and that additional insured certificates be provided to CITY as specifically set forth in Exhibit D, City of San Diego Insurance Requirements. COUNTY shall also ensure that any contractor or subcontractor working on the CITY PROJECT will agree to defend and indemnify City of San Diego, its respective elected officials, officers, employees, agents, and representatives against any claims arising out of the CITY PROJECT, with the exception of claims arising out of the CITY'S sole negligence or willful misconduct. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership. COUNTY shall have no liability for any claims within the scope of insurance provided by the COUNTY's contractor, and any insurance or self-insurance maintained by COUNTY shall not be obligated for any such insured claims.
6. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT. COUNTY shall be responsible for the maintenance of the improvements provided by COUNTY PROJECT. CITY shall accept responsibility for maintenance of CITY PROJECT upon receipt of a notice of completion from COUNTY.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.

8. In the event that either party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement for default. Termination by CITY for default after the award of a construction contract shall not excuse CITY from paying for the CITY PROJECT work completed prior to termination. If COUNTY's contractor has the legal right to complete work per the awarded contract, CITY's termination for default shall not excuse the CITY from liability to the contractor for completion or damages for failure to allow completion of the CITY PROJECT.
9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
10. This Agreement is to be construed in accordance with the laws of the State of California.
11. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.
12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the City and County of San Diego, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final form.
14. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.
15. This Agreement and the Exhibits herein contain the entire agreement between the Parties, and are intended by the Parties to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
17. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.
18. The CITY PROJECT shall be awarded and completed in conformity with all applicable federal, State, and COUNTY laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all

licenses, permits, notices and certificates as are required. The COUNTY as the Party responsible for overseeing the contract work shall ensure compliance with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. In addition to any applicable federal or State laws, rules, or regulations, COUNTY shall comply with CITY requirements imposed for access to CITY right-of-way and design requirements included in the PSE at the request of the CITY.

19. Any party may propose amendments to this Agreement by providing written notice of such amendments to the other party. This Agreement may only be amended by a written amendment signed by each party's administrator.
20. This Agreement only applies to the CITY PROJECT described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this Agreement.
21. This Agreement shall become effective on the date all of the parties have signed this Agreement and be in force until the latter of two years from the execution date or the completion and final payment by CITY for CITY PROJECT, but shall not exceed five years without City Council approval.
22. The COUNTY or CITY may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time prior to the award of a construction contract for the CITY PROJECT by COUNTY.
23. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
24. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the Parties may designate:

COUNTY:

County of San Diego, Department of Public Works
Attn: Samir Nuhaily, Deputy Director of Public Works
5510 Overland Ave, Suite 370
San Diego, CA 92123
Phone: (619) 507-7754

CITY:

San Diego
Naiomi Chavez, Interim Director
Transportation Department
2781 Caminito Chollas, MS#44
San Diego, CA 92105

Attachments:

1. EXHIBIT A – PROJECT MAP
2. EXHIBIT B – CITY ESTIMATED PROJECT COSTS
3. EXHIBIT C – AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT
4. EXHIBIT D – SAN DIEGO INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: _____
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 2/17/26

Approved as to form this 17 day of February, 2025.
BY: Thomas L. Bosworth
THOMAS BOSWORTH
County Counsel

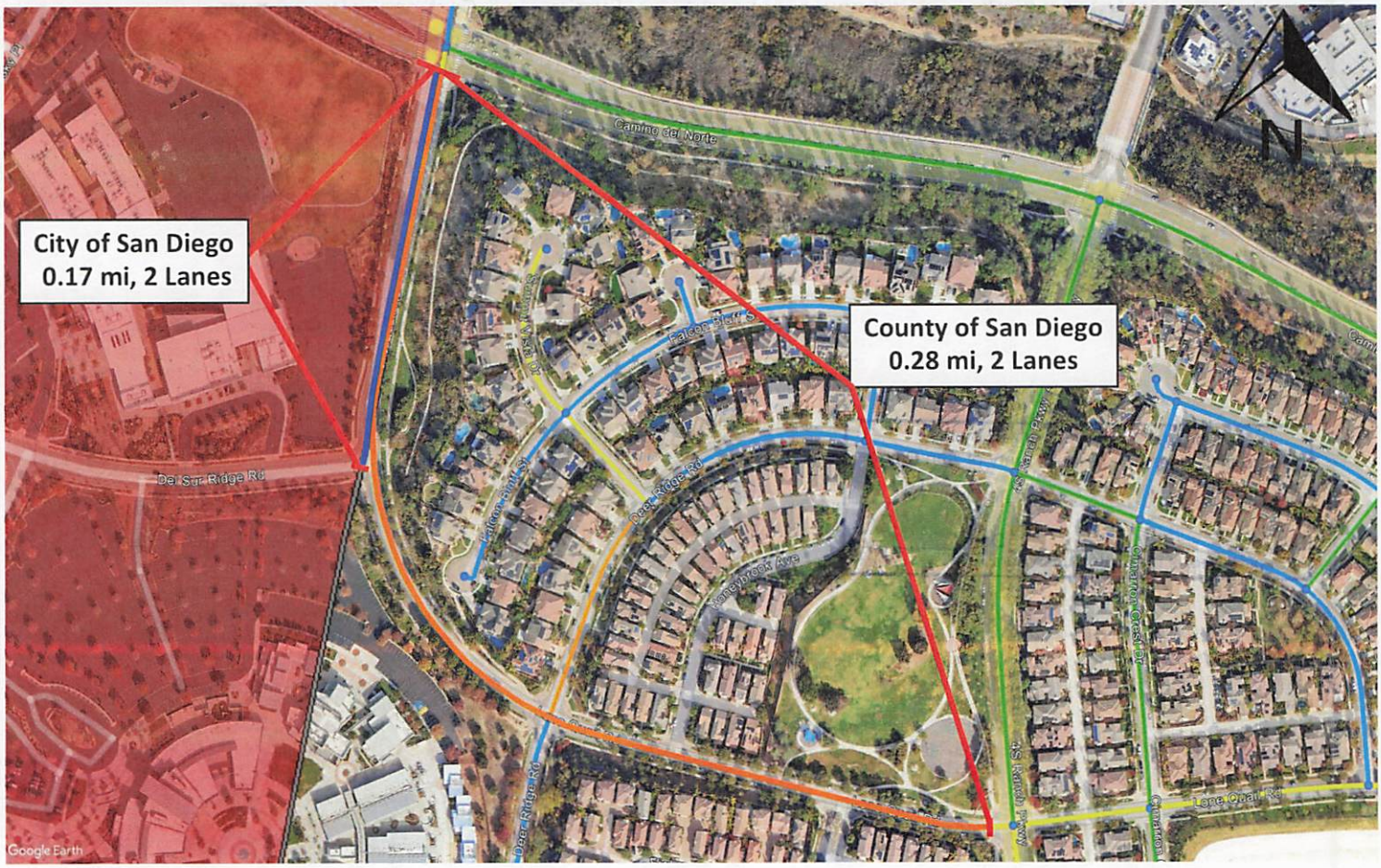
Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 1/14/26 Minute Order No. 1
By: _____ Date: 2/17/26
Deputy Clerk of the Board Supervisors

CITY OF SAN DIEGO

BY: Berric Doringo
BERRIC DORINGO
Purchasing & Contracting Department
Deputy Director
DATE: 12/12/2025

Approved as to form this 12 day of DECEMBER 2025. 12/12/2025
HEATHER HERBERT, City Attorney
BY: _____
RYAN GERRITY
Deputy City Attorney

County DPW Resurfacing Exhibit
Lone Quail Rd



Attachment B

SUPERVISORIAL DISTRICT 2											
County Planning Group	Road Name	FROM	TO	# LANES	Area (SY)	Treatment	PCI	Est Construction Cost	Est Total Cost (Const + 28% Soft Cost)	Encroachment Permit Development	City Length (MI)
SAN DIEGUITO	LONE QUAIL RD	CAMINO DEL NORTE	DEL SUR RIDGE RD	2	2,864	2" Mill/Inlay	43	$131,396	$268,186.81	$100,000.00	0.14
				2	2,864			$131,395.94	$268,186.81	$100,000.00	0.14

Mill Inlay							
No.	Code	Item Description	Qty	Unit	Cost	Total	
1		Prepare Water Pollution Control Program	1	LS	$1,500	$1,500	
2		Construction Site Management	1	LS	$7,500	$7,500	
3		Plane Asphalt Concrete Pavement (Full Width)	2,864	SY	$4.75	$13,604	
4		Replace Asphalt Concrete Surfacing	64	CY	$275	$17,502	
5		Tack Coat	1.0	TON	$800	$837	
6		HMA Type A	445	TON	$145	$64,553	
7		Pavement Delineation	1	LS	$2,000.00	$2,000	
8		Field Orders	1	DLR	$2,000	$2,000	
					Base Subtotal	$109,497	
					Contingency (20%)	$21,899	
					Base Total	**$131,396**	$45.88

Attachment C

AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT

This agreement is made between the County of San Diego (County) and City of San Diego (City) under Title 14 California Code of Regulations 15051(d), designating the County as the lead agency under the California Environmental Quality Act (CEQA) for the City Project.

WHEREAS, the County and City desire the County to carry out the City Project pursuant to Lone Quail Road Resurfacing project;

WHEREAS, the City currently has jurisdiction over a portion of the roadway where the City Project is located, and the City will fund one hundred percent (100%) of the City Project;

WHEREAS, both parties are public agencies that may each carry out or approve portions of the project, and both may have substantial claim to act as lead agency under CEQA;

NOW THEREFORE, the parties agree that the County will act as the CEQA lead agency for the environmental review of the project and will have all discretion to fulfill the obligations of a CEQA lead agency with respect to the project.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: _____
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 2/17/26

Approved as to form this 17 day of February, 2026.
BY: Thomas C. Bosworth
THOMAS BOSWORTH
County Counsel

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 1/14/26 Minute Order No. 1
By: _____ Date: 2/17/26
Deputy Clerk of the Board Supervisors

CITY OF SAN DIEGO

BY: Berric Doringo
BERRIC DORINGO
Purchasing & Contracting Department
Deputy Director
DATE: 12/12/2025

Approved as to form this 12 day of DECEMBER 2025.
12/12/2025
HEATHER FERBERT, City Attorney

BY: _____
RYAN GERRITY
Deputy City Attorney

Exhibit D – City of San Diego Insurance Requirements

The City of San Diego Insurance Requirements are as follows:

The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

5-4 **INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 **INSURANCE.**

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1 **Policies and Procedures.**

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
Other than Products/Completed Operations	$10,000,000
Products/Completed Operations Aggregate Limit	$10,000,000
Personal Injury Limit	$5,000,000
Each Occurrence	$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of $1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").

2. All costs of defense shall be outside the limits of the policy.

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than $2,000,000 per claim or occurrence and $4,000,000 aggregate per policy period of one year.

2. All costs of defense shall be outside the limits of the policy.

3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.

4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed $25,000 per claim unless the City has provided prior, written approval.

5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than $2,000,000 limit per occurrence and $4,000,000 aggregate per policy period of one year.

2. All costs of defense shall be outside the limits of the policy.

3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you.

4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed $25,000 per claim without prior approval of the City.

5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5-4.3 **Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

5-4.3.1 **Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

5-4.4 **Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 **Policy Endorsements.**

5-4.5.1 **Commercial General Liability Insurance.**

5-4.5.1.1 **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

5-4.5.1.2 **Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 **Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 **Workers' Compensation Insurance and Employers Liability Insurance.**

5-4.5.2.1 **Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.3 **Contractors Pollution Liability Insurance Endorsements.**

5-4.5.3.1 **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

5-4.5.3.2 **Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 **Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 **Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

5-4.5.4.1 **Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

5-4.5.4.2 **Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.3 **Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

5-4.6 **Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of

ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5-4.7 **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

5-4.8 **Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

5-4.9 **Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

PUBLIC WORKS
5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237
(858) 694-2212

MARISA K. BARRIE, PE
DIRECTOR

KATHRYN A. STEWART, PE
ASSISTANT DIRECTOR

DATE: February 9, 2026

TO: Andrew Potter Clerk of the Board (MS A-45)

FROM: Keith Kezer DPW Engineering Services (MS O-384)

SUBJECT: REQUEST FOR SIGNATURES TO EXECUTE AGREEMENTS WITH THE CITES OF ESCONDIDO, SAN DIEGO, AND SAN MARCOS PURSUANT TO JANUARY 14, 2026 BOARD ACTION

Mr. Potter;

On January 14, 2026 (1), the Board of Supervisors approved a request to establish appropriations, advertise and award construction contracts for countywide asphalt concrete overlay and slurry seal treatments for Fiscal Year 2025-26, approve reimbursement agreements between the County of San Diego and the cities of Escondido, San Diego and San Marcos and related CEQA exemption.

Item 4 in the approved request authorizes the Clerk of the Board to execute, upon receipt, revenue agreements with the cities of Escondido, San Diego and San Marcos. This request is for the Clerk of the Board to review and sign the agreements and associated copies with the cities of Escondido, San Diego and San Marcos that were approved in this Board action.

Please provide a wet signature on each original agreement (1) and copy (1).

Once signed please return the originals to Keith Kezer at the mail stop shown above. If you have any questions, please contact Keith Kezer at keith.kezer@sdcounty.ca.gov or 858.694.3013.

Cc: Samir Nuhaily, DPW Deputy Director (via email)

Enclosures

January 14, 2026 Minute Order No. 1
Agreement with the City of Escondido (Original and 1 copy)
Agreement with the City of San Diego (Original and 1 copy)
Agreement with the City of San Marcos (Original and 1 copy)

RECEIVED

FEB 12 2026

OFFICE OF COUNTY COUNSEL
1600 PACIFIC HWY #355 S.D. CA 92101

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS - LAND USE
WEDNESDAY, JANUARY 14, 2026

MINUTE ORDER NO. 1

SUBJECT: ESTABLISH APPROPRIATIONS, ADVERTISE AND AWARD CONSTRUCTION CONTRACTS FOR COUNTYWIDE ASPHALT CONCRETE OVERLAY AND SLURRY SEAL TREATMENTS FOR FISCAL YEAR 2025-26, APPROVE REIMBURSEMENT AGREEMENTS BETWEEN THE COUNTY OF SAN DIEGO AND THE CITIES OF ESCONDIDO, SAN DIEGO AND SAN MARCOS AND RELATED CEQA EXEMPTION (DISTRICTS: ALL)

OVERVIEW

The County of San Diego (County) Department of Public Works (DPW) maintains nearly 2,000 centerline miles of roads in the unincorporated areas of San Diego County. The County's average Pavement Condition Index (PCI), an industry-standard rating system used to rate the condition of roads, dropped from 70 in 2012 to 60 in 2016. The change in PCI was due to reduced levels of road maintenance work because of rising construction costs and declining gas tax revenue as vehicles became more fuel efficient. As a result of the Senate Bill 1 (SB1) initiative and the associated resurfacing projects, the condition of County-maintained roads has improved significantly over the past eight years, with the current average PCI at 69. The County maintains a Board-directed goal of achieving PCI 70 by the end of FY 2025-26 and is on track to achieve this goal. DPW estimates receiving $64.9 million in State SB1 gas tax revenue in FY 2025-26 to continue the road resurfacing program. To maintain eligibility for this revenue, the Board must adopt a resolution each year approving a list of proposed projects and submit these to the California Transportation Commission (CTC). On May 21, 2025 (4), the Board adopted the annual resolution and proposed list of roads to be resurfaced during FY 2025-26 using State SB1 gas tax revenue. The list includes approximately 95.54 centerline miles of County-maintained roads to be resurfaced with available road resurfacing funding included in DPW's FY 2025-26 Operational Plan. Part of today's item is to establish appropriations and advertise and award construction contracts for this Board-adopted list of projects.

Additionally, DPW has identified one County-maintained road that crosses into the City of Escondido, one County-maintained road that crosses into the City of San Diego, and two County-maintained roads that cross into the City of San Marcos, where resurfacing coordination will be mutually beneficial and better serve residents. Part of today's item is to authorize the Clerk of the Board to execute, upon receipt, reimbursement agreements with the Cities of Escondido, San Diego, and San Marcos for payment of costs to the County to complete road resurfacing work.
DPW also provides road maintenance services for almost 100 miles of private roads through the Permanent Road Division (PRD) Program. DPW has identified a combined 4.26 centerline miles of road resurfacing in seven PRD Zones in FY 2025-26 based on available funding, road segment condition, road segment traffic volume, maintenance of egress routes in case of disasters, and community input. Road work was identified through field reviews and coordinated with road committees in each PRD Zone.

Today's item seeks approval for the Board to establish appropriations and approve the advertisement and subsequent award of multiple construction contracts for asphalt concrete overlay and slurry seal treatments on County-maintained, city-maintained, and these PRD Zone roads. The total cost for all FY 2025-26 projects is estimated at $73,023,808. Advertisement and award of the construction contracts

are scheduled for Spring 2026. Construction for FY 2025-26 projects is scheduled to begin in summer 2026 and be completed by fall 2027.

RECOMMENDATION(S)
CHIEF ADMINISTRATIVE OFFICER

1. Find in accordance with Section 15301(c) of the California Environmental Quality Act (CEQA) Guidelines that the proposed projects and approval of the associated revenue agreements are categorically exempt from CEQA review because they involve the maintenance of existing public roads involving no or negligible expansion of existing use.

2. Establish appropriations of $609,744 in the Department of Public Works Road Fund, Services & Supplies, for the AC Overlay 2526 A (North) and Pavement Seal 2526 (North) projects based on revenue from the Agreements with the Cities of Escondido, San Diego and San Marcos. **(4 VOTES)**

3. Authorize the Director, Department of Purchasing and Contracting, to advertise and award multiple construction contracts and to take other actions authorized by Section 401 et seq. of the Administrative Code with respect to contracting for asphalt concrete overlay and slurry seal projects on County-maintained, city-maintained, and PRD Zone roads as identified in Attachments A through E, which are on file with the Clerk of the Board.

4. Authorize the Clerk of the Board to execute, upon receipt, revenue agreements with the Cities of Escondido, San Diego and San Marcos for road resurfacing in accordance with Board Policy B-29 and Attachments A through C, which are on file with the Clerk of the Board.

5. Designate the Director, Department of Public Works, as the County Officer responsible for administering the construction contracts in accordance with Board Policy F-41, Public Works Construction Projects.

EQUITY IMPACT STATEMENT
The Department of Public Works (DPW) uses best management practices when preserving the County-maintained road network and responds to community feedback through the Tell Us Now! mobile app and toll-free hotlines. The collective information is evaluated by DPW and used to develop a list of roads requiring maintenance that is balanced proportionally to the total centerline miles within each County district. Approximately 55% of the roads on the maintenance list are located within underserved communities as defined in the most recent version of CalEnviroScreen (4.0) and Healthy Places Index (3.0) GIS layer. The projects will provide significant benefits to the residents, including enhancements to the Americans with Disabilities Act (ADA) pedestrian ramps and drainage improvements that will improve access and mobility for non-motorized road users. Road resurfacing facilitates transit and allows cars and buses to travel to underserved communities to bring workers to job centers and other resources. County of San Diego construction contracts are advertised to the public, competitively bid, and help stimulate the local economy.

SUSTAINABILITY IMPACT STATEMENT
Timely maintenance of County roads promotes economic, environmental, social, and health sustainability, while preventing costlier future repairs and supporting fiscal responsibility. Asphalt concrete rehabilitation incorporates 25% recycled material from deteriorated roads, conserving thousands of tons of aggregate annually and advancing the County's recycling and pollution reduction

goals. Well-maintained roads reduce vehicle maintenance needs, offering social sustainability benefits. Drainage upgrades-such as culvert, curb, and gutter rehabilitation-enhance water quality and extend infrastructure lifespan, aligning with environmental sustainability objectives. Installing ADA-compliant pedestrian ramps improves walkability and transit access, supporting public health, reducing emissions, and contributing to a greener, carbon-free future.

FISCAL IMPACT
Funds for this request are included in the Fiscal Year 2025-26 Operational Plan in Permanent Road Divisions (PRD) and partially included in the Fiscal Year 2025-26 Operational Plan in the Department of Public Works (DPW) Road Fund. If approved, this request will establish additional appropriations of $609,744, resulting in additional costs and revenue for the DPW Road Fund, as outlined in recommendation 2 to coordinate resurfacing activities with neighboring cities for roads that cross jurisdictional boundaries. The funding sources for this request are revenues from agreements with the Cities of Escondido ($288,516), San Diego ($268,186), and San Marcos ($53,042). The total cost for all FY 2025-26 projects is estimated at $73,023,808, including an 8% contingency for County-maintained roads and a 20% contingency for city-maintained and PRD Zone roads for unforeseen conditions that may arise during construction. The funding sources are State SB1 gas tax revenue ($62,953,444), Road Fund fund balance ($2,181,000), TransNet ($6,200,000), City of Escondido revenue agreement ($288,516), City of San Diego revenue agreement ($268,186), City of San Marcos revenue agreement ($53,042), and PRD Zones' available prior year fund balance ($1,079,620). There will be no change in net General Fund costs and no additional staff years.

BUSINESS IMPACT STATEMENT
Road maintenance improves the condition of the roads, facilitates the transit of goods, and eases movement to jobs, schools, shopping and medical centers, and government services. County of San Diego construction contracts are also publicly advertised and competitively bid, and help stimulate the local economy. All workers employed on public works projects must be paid prevailing wages determined by the California Department of Industrial Relations, according to the type of work and location of the project.

ACTION:
ON MOTION of Supervisor Montgomery Steppe, seconded by Supervisor Aguirre, the Board of Supervisors took action as recommended, on Consent.

AYES: Aguirre, Anderson, Lawson-Remer, Montgomery Steppe, Desmond

State of California)
County of San Diego)

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors

Signed by Andrew Potter

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

CITY OF SAN MARCOS

FOR

BROKEN ROCK ROAD AND LODGEPOLE ROAD ROADWAY RESURFACING

This Service Agreement for the Broken Rock Road and Lodgepole Road Roadway Resurfacing ("Agreement") is entered into this 17th day of February 2026 by and between the County of San Diego, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of San Marcos, a municipal corporation, (hereinafter "CITY") for Roadway Resurfacing of Broken Rock Road and Lodgepole Road, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

A. Pursuant to Government Code section 54981 the legislative body of the CITY is authorized to contract with the legislative body of the COUNTY for the performance of municipal services within the territory of the CITY.
B. The COUNTY currently has a North County Metro Roadway Resurfacing project, comprising of segments of Broken Rock Road and Lodgepole Road, which total approximately .26 miles, which excludes work outside of the COUNTY'S jurisdiction ("COUNTY PROJECT").
C. The CITY currently has jurisdiction over portions of these segments to County Limit, which total approximately 0.04 miles, adjacent to the COUNTY PROJECT.
D. COUNTY and CITY have mutually agreed that the following segments within the City of San Marcos are in need of resurfacing:
    a. Brocken Rock Road from Begin to Rancho Santa Fe Road (0.13 miles)
    b. Lodgepole Road from Rancho Santa Fe Road to End (0.13 miles)
E. The CITY limit is either side of the COUNTY PROJECT "Exhibit A". All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
F. The Roadway Resurfacing project will consist of asphalt concrete mill and inlay. The existing surface will be milled to a depth of two inches to remove surface distresses and irregularities. Two inches of polymer modified asphalt concrete will then be placed within the milled section. Incidental work will include and not be limited to repair of base failures (digouts), utility coordination and striping the roadway.
G. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
H. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. The CITY will fund project work up to an amount of fifty-three thousand, forty-two dollars and eighteen cents (53,042.18) as well as changes to the CITY PROJECT completed with prior CITY approval. COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

CITY OF SAN MARCOS

FOR

BROKEN ROCK ROAD AND LODGEPOLE ROAD ROADWAY RESURFACING

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    b. Lodgepole Road from Rancho Santa Fe Road to End (0.13 miles)
E. The CITY limit is either side of the COUNTY PROJECT "Exhibit A". All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
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G. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
H. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. The CITY will fund project work up to an amount of fifty-three thousand, forty-two dollars and eighteen cents (53,042.18) as well as changes to the CITY PROJECT completed with prior CITY approval. COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.

I. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services for which the CITY will reimburse COUNTY as shown on Exhibit "B", which is attached hereto and incorporated by this reference.
2. To prepare, or cause to be prepared, detailed plans, specifications and estimates documents ("PS&E") for CITY PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, CITY and COUNTY shall coordinate and cooperate in good faith to make all necessary arrangements with the owners of such facilities for their protection, adjustment, relocation, or removal. CITY and COUNTY shall, in good faith, coordinate and cooperate to require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall, in good faith, coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.
4. To make written application to CITY for a Public Right-of-Way Permit authorizing entry into CITY's right of way for the purposes of constructing CITY PROJECT.
5. In accordance with Exhibit "C", Agreement Designating Lead Agency, to act as the Lead Agency under the California Environmental Quality Act ("CEQA") for the CITY PROJECT. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or County statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the COUNTY public construction codes, California Labor Code, and California Public Contract Code.
6. To furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
7. To furnish qualified support staff to assist the Resident Engineer; such assistance shall include, but not be limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
8. To construct the CITY PROJECT in accordance with approved PS&E documents.

9. To submit any contract change order that causes the amount of the CITY PROJECT improvements to exceed $53,042.18 (as shown in Exhibit B) to CITY for review and approval prior to final authorization by COUNTY.
10. To furnish CITY as-built plans, within one hundred and eighty (180) days following the completion and acceptance of the CITY PROJECT construction contract.
11. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the CITY PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall reimburse CITY for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement, subject to City Council approval if applicable.
2. To deposit with COUNTY, within thirty (30) days of executing this agreement, full value ($53,042.18) (the "Deposit"), as provided in "Exhibit B".
3. CITY agrees to approve the COUNTY or its contractors Public Right-of-Way Permit application authorizing entry onto CITY's right of way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, and construction of the CITY PROJECT, if the proposed work meets CITY design and access requirements, within forty-five (45) days of the application being deemed complete. CITY agrees to reimburse COUNTY for COUNTY, or its contractor's, cost to obtain such permit and for any requirements of said permit not required by COUNTY's construction contract.
4. City agrees to waive permits (except for Public Right-of-Way Permit) including, but not limited to, private development applications for COUNTY activities required for resurfacing within CITY boundaries
5. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
6. To provide oversight of the CITY PROJECT, to provide reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in processing of the CITY PROJECT.
7. To pay within forty-five (45) days of receipt, the invoice for final reconciled cost in excess of the deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement, subject to City Council approval if applicable.
8. City agrees that it shall be legally obligated to pay the full cost of the CITY PROJECT, including any costs associated with change orders reasonably necessary to complete the project, and that this liability shall not be reduced, excused or defensed on the basis of the failure or refusal of the City Council to approve an amendment to this Agreement or budget necessary funds to pay the liability.
9. City agrees that COUNTY shall not be liable to CITY for any cost increases or liabilities resulting from any alleged errors or omissions in site investigation, utility coordination, engineering

review, or other activities associated with, use in, and including the PSE for the CITY PROJECT and that COUNTY makes no representations or warranties regarding quality of work or materials for the CITY PROJECT. CITY is a third-party beneficiary of the CITY PROJECT work to be included in the COUNTY contract per Section 1 and COUNTY agrees to assign any warranties or other contractual rights it may have to CITY for the CITY PROJECT portion of the work.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including soft costs and contingency, is estimated to be, fifty-three thousand, forty-two dollars and eighteen cents (53,042.18) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's deposit as required in Section 2.
3. During any portion of the CITY PROJECT, if a cost overrun exceeding ten percent (10%) of the COUNTY Construction Cost Estimate is identified, COUNTY and CITY shall endeavor to agree upon a course of action in a timely manner to avoid construction delay, contractor mobilization or similar costs.
4. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until a Public Right-of-Way Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
5. Parties shall obtain and/or cause any agent, subcontractor or other representative of that Party to maintain insurance at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. COUNTY shall ensure that any contractor or subcontractors working on the CITY PROJECT will name City of San Marcos, its respective elected officials, officers, employees, agents, and representatives as additional insureds under all policies of insurance, and that additional insured certificates be provided to CITY as specifically set forth in Exhibit D, City of San Marcos Insurance Requirements. COUNTY shall also ensure that any contractor or subcontractor working on the CITY PROJECT will agree to defend and indemnify City of San Marcos, its respective elected officials, officers, employees, agents, and representatives against any claims arising out of the CITY PROJECT, with the exception of claims arising out of the CITY'S sole negligence or willful misconduct. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside, and no further agreement will be necessary to transfer ownership. COUNTY shall have no liability for any claims within the scope of insurance provided by the COUNTY's contractor, and any insurance or self-insurance maintained by COUNTY shall not be obligated for any such insured claims.
6. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT. COUNTY shall be responsible for the maintenance of the improvements provided by COUNTY PROJECT.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.

8. In the event that either party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement for default. Termination by CITY for default after the award of a construction contract shall not excuse CITY from paying for the CITY PROJECT work completed prior to termination. If COUNTY's contractor has the legal right to complete work per the awarded contract, CITY's termination for default shall not excuse the CITY from liability to the contractor for completion or damages for failure to allow completion of the CITY PROJECT.
9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
10. This Agreement is to be construed in accordance with the laws of the State of California.
11. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.
12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the City and County of San Diego, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final form.
14. Any waiver by COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.
15. This Agreement and the Exhibits herein contain the entire agreement between the PARTIES, and are intended by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
17. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.
18. The CITY PROJECT shall be awarded and completed in conformity with all applicable federal, State, and COUNTY laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all

licenses, permits, notices and certificates as are required. The COUNTY as the Party responsible for overseeing the contract work shall ensure compliance with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. In addition to any applicable federal or State laws, rules, or regulations, COUNTY shall comply with CITY requirements imposed for access to CITY right-of-way and design requirements included in the PSE at the request of the CITY.

19. Any party may propose amendments to this Agreement by providing written notice of such amendments to the other party. This Agreement may only be amended by a written amendment signed by each party's administrator.
20. This Agreement only applies to the CITY PROJECT described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this Agreement.
21. This Agreement shall become effective on the date all of the parties have signed this Agreement and be in force until the latter of two years from the execution date or the completion and final payment by CITY for CITY PROJECT.
22. The COUNTY or CITY may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time prior to the award of a construction contract for the CITY PROJECT by COUNTY.
23. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
24. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the Parties may designate:

COUNTY:

County of San Diego, Department of Public Works
Attn: Samir Nuhaily, PE, Deputy Director of Public Works
5510 Overland Ave, Suite 370
San Diego, CA 92123
Phone: (619) 507-7754

CITY:

City of San Marcos, California
Isaac Etchamendy, Director of Development Services
1 Civic Center Drive
San Marcos, CA 92069
Phone: (760) 744-1050

Attachments:

1. EXHIBIT A – PROJECT MAP
2. EXHIBIT B – CITY ESTIMATED PROJECT COSTS
3. EXHIBIT C – AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT
4. EXHIBIT D – SAN MARCOS INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, this Agreement is executed by the City of San Marcos and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: _____
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 2/17/26

Approved as to form this 17 day of February, 2026.
BY: _____
THOMAS BOSWORTH
County Counsel

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 1/14/26 Minute Order No. 1
By: _____ Date: 2/17/26
Deputy Clerk of the Board Supervisors

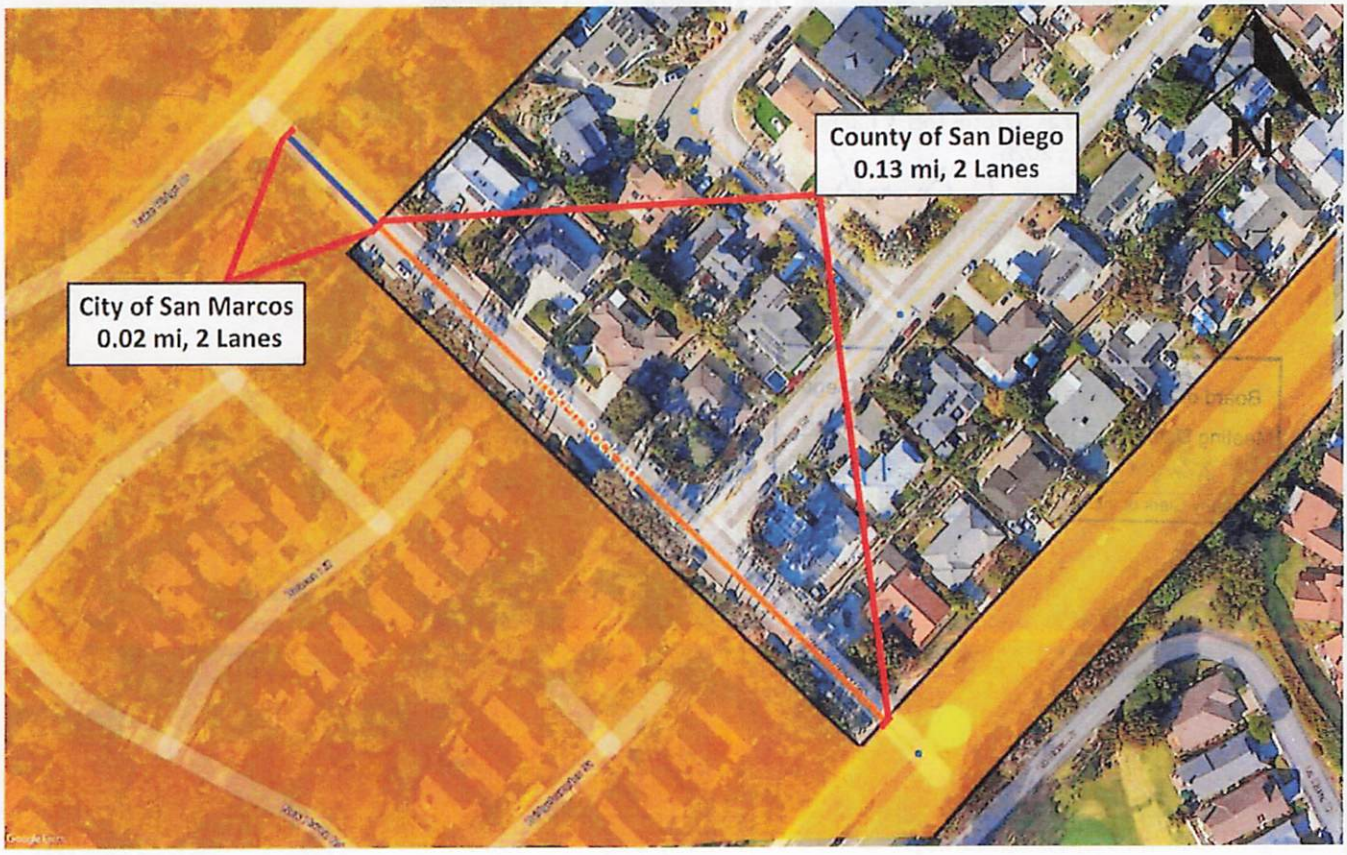
CITY OF SAN MARCOS

BY: _____
MICHELLE BENDER
City Manager
DATE: 9/29/2025

Approved as to form this 29 day of September, 2025.

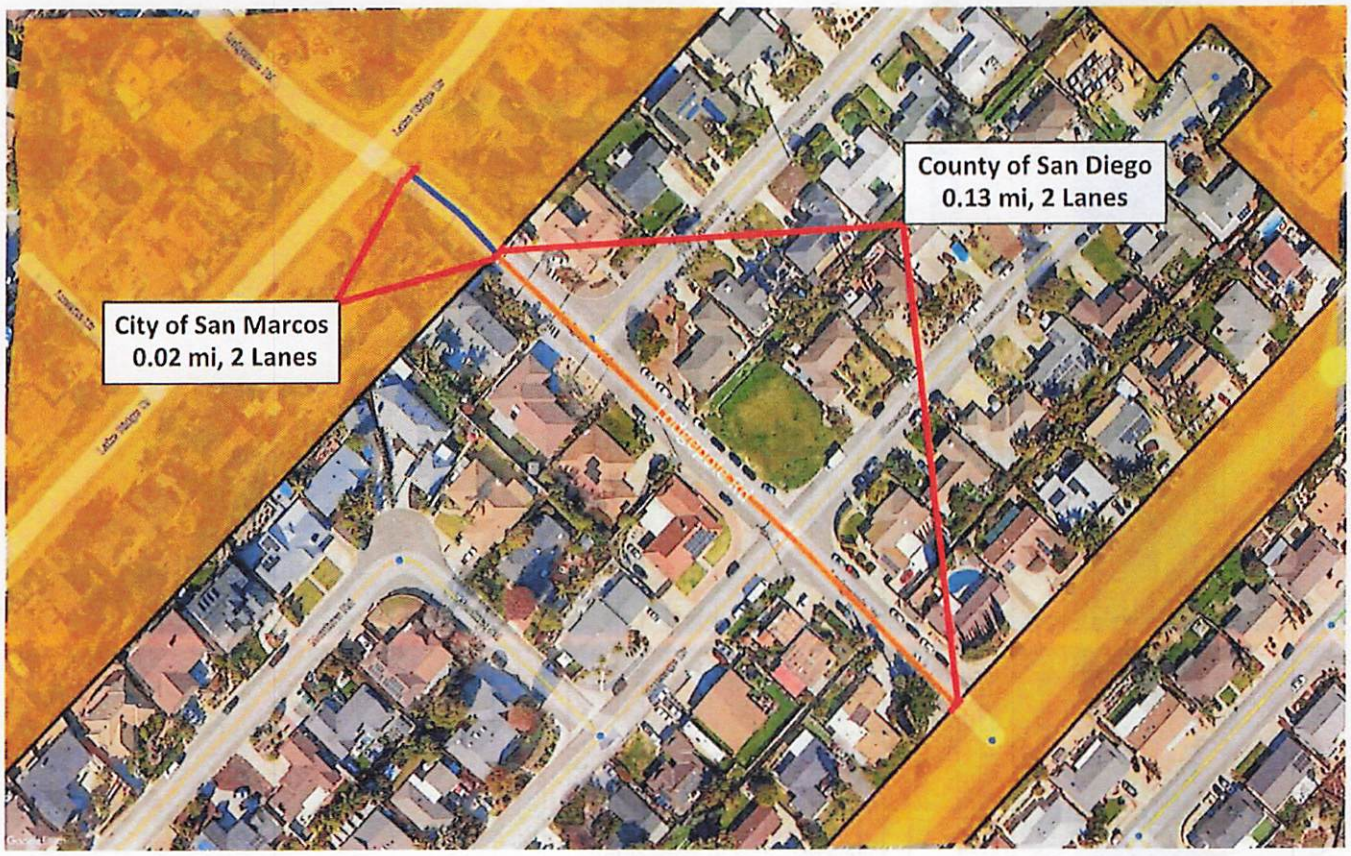
HELEN HOLMES PEAK, City Attorney

County DPW Resurfacing Exhibit
Broken Rock Rd



District 5

County DPW Resurfacing Exhibit
Lodgepole Rd



District 5

SUPERVISORIAL DISTRICT 5										
County Planning Group	Road Name	FROM	TO	# LANES	Area (SY)	Treatment	PCI	Est Construction Cost	Est Total Cost (Const + 28% Soft Cost)	City Length (MI)
NORTH COUNTY METRO (ISL)	BROKEN ROCK RD	LAKE RIDGE DR	115 FT S/O LAKE RIDGE DR	2	469	2" Mill/Inlay	42	$18,352	$23,490.82	0.02
NORTH COUNTY METRO (ISL)	LODGEPOLE RD	LAKE RIDGE DR	126 FT S/O LAKE RIDGE DR	2	590	2" Mill/Inlay	38	$23,087	$29,551.36	0.03
				4	1,059			$41,439.20	$53,042.18	0.05

Mill Inlay							
No.	Code	Item Description	Qty	Unit	Cost	Total	
1		Prepare Water Pollution Control Program	1	LS	$500	$500	
2		Construction Site Management	1	LS	$2,000	$2,000	
3		Plane Asphalt Concrete Pavement (Full Width)	1,059	SY	$4.75	$5,030	
4		Replace Asphalt Concrete Surfacing	12	CY	$275	$3,236	
5		Tack Coat	0.4	TON	$800	$310	
6		HMA Type A	141	TON	$145	$20,457	
7		Pavement Delineation	1	LS	$2,000.00	$2,000	
8		Field Orders	1	DLR	$1,000	$1,000	
					Base Subtotal	$34,533	
					Contingency (20%)	$6,907	
					Base Total	**$41,439**	$39.13

Attachment C

AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT

This agreement is made between the County of San Diego (County) and City of San Marcos (City) under Title 14 California Code of Regulations 15051(d), designating the County as the lead agency under the California Environmental Quality Act (CEQA) for the City Project.

WHEREAS, the County and City desire the County to carry out the City Project pursuant to Broken Rock Road and Lodgepole Road Resurfacing project;

WHEREAS, the City currently has jurisdiction over a portion of the roadway where the City Project is located, and the City will fund one hundred percent (100%) of the City Project;

WHEREAS, both parties are public agencies that may each carry out or approve portions of the project, and both may have substantial claim to act as lead agency under CEQA;

NOW THEREFORE, the parties agree that the County will act as the CEQA lead agency for the environmental review of the project and will have all discretion to fulfill the obligations of a CEQA lead agency with respect to the project.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Marcos and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: _____
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 2/17/26

Approved as to form this 17 day of February, 2026.

BY: Thomas C. Bosworth
THOMAS BOSWORTH
County Counsel

San Marcos

BY: _____
MICHELLE BENDER, City Manager
DATE: 9/29/2025

Approved as to form this 29 day of September, 2025.

HELEN HOLMES PEAK, City Attorney

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 1/14/26 Minute Order No. 1
By: _____ Date: 2/17/26
Deputy Clerk of the Board Supervisors

Exhibit D – City of San Marcos Insurance Requirements

The City of San Marcos Insurance Requirements are as follows:

Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/ 2018, Document No. PWPI010119-01, Section 5-4 INSURANCE.

5-4 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

5-4.1 Policies and Procedures.

1. You shall procure the insurance or self-insurance (collectively "insurance") described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

General Annual Aggregate	Limit Limits of Liability
Other than Products/Completed Operations	$2,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
Personal Injury Limit	$1,000,000
Each Occurrence	$1,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in

the amount of $1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
2. All costs of defense shall be outside the limits of the policy.
5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.
5-4.5 Policy Endorsements.
5-4.5.1 Commercial General Liability Insurance.
5-4.5.1.1 Additional Insured.
1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is $1,000,000 or more shall include liability arising out of:
a) Ongoing operations performed by you or on your behalf,
b) your products,
c) your Work, e.g., your completed operations performed by you or on your behalf, or
d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than $1,000,000 shall include liability arising out of:
a) Ongoing operations performed by you or on your behalf,
b) your products, or
c) premises owned, leased, controlled, or used by you.
5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
5-4.5.2 Commercial Automobile Liability Insurance.
5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

5-4.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
5-4.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.
1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance shall be not less than the following:

Workers' Compensation	Statutory Employers Liability
Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
5-4.11.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.