

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

August 5, 2025

FROM

NOEL CASTILLO, Director, Department of Public Works – Transportation

SUBJECT

Agreement with Southern California Edison for the Extension of the Electric Distribution Line for the Rock Springs Road Bridge Project in the Apple Valley Area

RECOMMENDATION(S)

1. Approve **Agreement No. 25-589** with Southern California Edison, including non-standard terms, in an amount not to exceed \$1,394.46, for the distribution line extension for the Rock Springs Road Bridge Project in the Apple Valley area.
2. Authorize the Director of the Department of Public Works to electronically sign and execute the Agreement with Southern California Edison, and any non-substantive amendments, subject to County Counsel review.
3. Direct the Director of the Department of Public Works to provide a fully executed copy of the agreement with Southern California Edison and transmit any subsequent, non-substantive amendments, in relation to this agreement to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Noel Castillo, Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Rock Springs Road Bridge Over the Mojave River Project (Project) in the unincorporated area of Apple Valley will be funded through a combination of Federal Highway Bridge Program (HBP) funds and Measure I Major Local Highway Program – Victor Valley Subarea funds administered by the San Bernardino County Transportation Authority (SBCTA). Sufficient appropriation and revenue are included in the Department of Public Works (Department) 2025-26 Road Operations budget (6650002000 H15087) for the planning and design phases of the Project. The Department is currently exploring options to fund the construction phase and will return to the Board of Supervisors (Board) to request any necessary budget adjustments.

BACKGROUND INFORMATION

The Project is a coordinated effort among the County, the California Department of Transportation (Caltrans), and the Town of Apple Valley (Town) to improve Rock Springs Road by replacing the existing two-lane low water crossing on Rock Springs Road, over the Mojave

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River, with a two-lane bridge. The new bridge will feature four-foot shoulders, a concrete-barricaded sidewalk, and drainage improvements.

The Project scope also involves the installation of streetlights on the Rock Springs Road Bridge. Southern California Edison (SCE) requires the installation of an extension of the electric distribution line to energize the streetlights. SCE created a standard agreement (Agreement) for extensions of electrical distribution lines, which is on file with the Public Utilities Commission. SCE requires this Agreement and its appendices to be executed by the County under SCE's Rule 15.

This Agreement delineates each party's responsibilities in relation to the extension of electrical distribution lines and includes terms that differ from the standard County contract and omit certain County standard language. The non-standard and missing terms include the following:

1. The Contract requires the County, at its own cost, to defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Applicant (the County) or its contractor and employees, officers or agents of either Applicant (the County) or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under the Contract.
 - The County standard contract does not include any indemnification or defense by the County of other parties to the contract.
 - Potential Impact: By agreeing to indemnify SCE, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against SCE without such limitations and the County would be responsible to defend and reimburse SCE for costs, expenses, and damages, which could exceed the total contract amount.

2. The Contract does not require SCE to meet the County insurance standards.
 - The County standard contract requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department.
 - Potential Impact: The Agreement does not include County standard insurance requirements. This means that the County has no assurance that SCE will be financially responsible for claims that may arise from the work performed pursuant to the Agreement which could result in expenses to the County that exceed the total contract amount.

3. The term of the Agreement is ongoing.
 - County Policy 11-04 does not permit indefinite terms or automatically renewing contracts unless approved by the Board.
 - Potential Impact: There is no end term to the contract. Instead, the Agreement becomes effective upon execution by SCE and remains in effect, stipulating that if SCE ceases to be the sole provider of electrical services for the Project at any time during the term, the Agreement may be terminated. Thus, the

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County may be bound to the terms and conditions of the Agreement for an ongoing and unspecified period unless there is a material breach of the Agreement by SCE.

4. The Agreement does not include the County's ability to terminate the Agreement for convenience.
 - The County standard contract gives the County the right to terminate the contract, for any reason, with a 30 day written notice of termination without any obligation other than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
 - Potential Impact: There is no termination for convenience provision. Upon any termination by either party regardless of cause, the County may be required to pay for the work under the Agreement, which could result in payment liability where no funds are available due to lack of allocation or loss of funding.

The Department recommends approval of the Agreement, including non-standard terms, in order to install an electrical distribution line extension to energize the streetlights in connection with Project. SCE requires this Agreement and its appendices to be executed by the County under SCE's Rule 15. In addition, the agreement grants SCE the rights-of-way and easements necessary for the extension of electrical distribution lines to energize the streetlights in connection with the Project.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Aaron Gest, Deputy County Counsel, 387-5455) on July 7, 2025; Risk Management (Gregory Ustaszewski, Staff Analyst, 386-9008) on July 23, 2025; Purchasing (Jessica Barajas, Supervising Buyer, 387-2065) on May 16, 2025; and County Finance and Administration (Kathleen Gonzalez, Administrative Analyst, 387-5412) on July 15, 2025.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: August 5, 2025



cc: PW/Trans - Li w/agree
Contractor - c/o PW/Trans w/agree
File - w/agree

MBA 08/11/2025