

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

April 8, 2025

FROM

NOEL CASTILLO, Director, Department of Public Works – Surveyor

SUBJECT

Non-Financial Grant of Easement for Traffic Signal Maintenance with Southern California Edison Company at Etiwanda Ave and Sixth Street in the Fontana Area

RECOMMENDATION(S)

1. Approve non-financial Grant of Easement (**Contract No. 25-222**) from Southern California Edison Company, which includes non-standard terms, to San Bernardino County for traffic signal maintenance purposes at Etiwanda Avenue and Sixth Street in the Fontana area.
2. Authorize the Director of Public Works to execute the Grant of Easement with Southern California Edison Company on behalf of the County.
3. Direct the Director of the Department of Public Works to transmit the Grant of Easement to the Clerk of the Board 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.**

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding. The traffic signal maintenance easement with Southern California Edison Company (SCE) is non-financial in nature.

BACKGROUND INFORMATION

The Department of Public Works (DPW) requires an easement from SCE to maintain traffic signals in the unincorporated area of the County. The easement is for the County to operate and maintain a traffic signal light (Easement), at Etiwanda Avenue and Sixth Street in the Fontana area, to be installed in compliance with the street improvement plans submitted by WEBB & Associates on October 6, 2023, on behalf of Hillwood Construction Services of California, on file with the County under permit Record No. SIP-2023-00049. Final approval of the street improvement plans is pending the approval of the Grant of Easement.

The Easement utilizes SCE's standard grant of easement form, which includes the following non-standard terms and conditions:

1. The County is required to indemnify SCE for any liability, losses, or damages stemming from the County's activities, except for cases of SCE's sole active negligence.

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- The County standard requires the contracting party to agree to indemnify the County in accordance with County Policy 11-07.
 - 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 the indemnitees without such limitations and the County would be responsible to reimburse the indemnitees for costs, expenses, and damages, which could be excessive.
2. There appears to be a “reverter” clause. Under Sections 9 and 10, SCE can trigger a summary vacation of the easement if certain criteria are met, and the County would then be required to relinquish the easement rights.
 - The County standard contract does not include clauses that would trigger relinquishment of an easement.
 - Potential Impact: By including a reversionary clause, under certain circumstances, SCE may be able to compel the revision of the interest and either the process to vacate or a quitclaim deed.
 3. The County is responsible for restoring any areas where underground facilities are installed, maintaining a 90% compaction density, and ensuring that no depressions remain. These requirements may add costs to initial installation and ongoing maintenance.
 - The County standard does not require the contracting party to assume responsibility for compaction and restoration of areas after installation.
 - Potential Impact: The County may incur additional costs for both the initial installation and ongoing maintenance to meet the compaction and restoration requirements.
 4. The County is obligated to reimburse SCE for any special assessments levied on SCE’s property that benefit the easement, potentially adding ongoing financial obligations. Moreover, Section 19 extends this responsibility beyond the two-year improvement period, meaning the County could be liable for future assessments indefinitely.
 - The County standard does not require reimbursement for special assessments unless explicitly stated in the agreement.
 - Potential Impact: The County may face ongoing and potentially indefinite financial obligations for special assessments related to SCE's property.

In addition, the terms and conditions of the Grant of Easement requires the County to assume ongoing maintenance and other further obligations, including:

1. The County must maintain the easement area and ensure no structures, flammable materials, or vehicles are stored there. This includes responsibility for the replacement and compaction of the soil and restoring the ground surface.
2. The County must adhere to specific requirements for underground facilities, including burial depth (at least 36 inches), vehicle weight support (up to 40 tons), and safe construction materials. Additionally, fencing and other metallic structures must be grounded.

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3. The County is required to maintain a 15-foot clearance between its equipment and SCE's overhead conductors. Given the proximity of high-voltage lines, the County should assess the risk of accidental contact, which could result in serious safety concerns and liability.
4. The Grant of Easement is contingent upon California Public Utilities Commission (CPUC) approval, with SCE retaining the right to cancel if CPUC imposes unacceptable conditions.

DPW recommends approval of the Grant of Easement, including non-standard terms, to provide the County the ability to maintain the traffic signal light as constructed in compliance with the Street Improvement Plans No. SIP-2023-00049.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Aaron Gest, Deputy County Counsel, 387-5455) on March 26, 2025; Risk Management (Gregory Ustaszewski, Staff Analyst, 386-9008) on March 4, 2025; Finance (Kathy Gonzalez, Administrative Analyst, 387-5442) on March 20, 2025; and County Finance and Administration (Paloma Hernandez-Barker, Deputy Executive Officer, 387-5423) on March 24, 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: April 8, 2025



cc: PW/Surveyor - Hunsicker w/agree for sign
Contractor - c/o PW/Surveyor w/agree
File - w/agree

CCM 04/11/2025