

SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

Policy Name:	3225 – JOINT USE OF DISTRICT EASEMENTS AND ACCESS ROADS		
Approval Authority:	SPMUD BOARD OF DIRECTORS	Adopted:	11/03/16
Resolution No.	16-23	Revised:	

PURPOSE

The purpose of this policy is to provide guidance for the potential joint use of the District’s easements and access roads with other local governmental jurisdictions [e.g. for a pedestrian and bicyclist pathway to provide for the public recreation] where such joint use is practicable and in the best interest of the District and its customers.

POLICY STATEMENT

Section 1: General

The District owns and maintains miles of easements and access roads over private property for the purpose of installation, access, maintenance, operation, repair, and replacement of sewer facilities. In certain instances, these easements and access roads are adjacent to creeks, waterways and riparian corridors that under certain circumstances could be jointly used by other local governmental jurisdictions for compatible uses.

Section 2: Maintenance and Indemnification Agreement

Upon a finding that the joint use of a District easement is compatible and consistent with District operational requirements, the General Manager is authorized to negotiate with other governmental jurisdictions for the joint use of District Easements and Access Roads, subject to approval of a Maintenance and Indemnification Agreement separately authorized by the Board of Directors.

Section 3 – Terms of Joint Use

If, in the sole discretion of the Board of Directors upon a finding of suitability by the General Manager, that joint use of a District easement with another public agency is appropriate, the terms of such joint use shall include, but not be limited to, the following conditions:

- A. The joint use of District’s easements and access roads with other local governmental jurisdictions shall:
 - 1. be perfected in a Maintenance and Indemnification Agreement approved separately by the Board of Directors; and
 - 2. not result in any additional operation, maintenance, financial any other burden to the District.

Section 4 –Obligation of the Public Agency Using District Easements.

The public agency jointly shall maintain in good condition at all times the joint-use facility at no cost to the District. The public agency shall complete or cause to be completed all maintenance to the satisfaction of the District, and to maintain the joint-use facility in such a manner as to not impair or impede the District's use of its easement and access to District facilities to perform repairs and maintenance. Any failure to maintain the joint-use facility to the District's satisfaction may result in the termination of the joint use of the easement or facility.

Section 5 - Indemnification.

The Maintenance and Indemnification Agreement must fully indemnify and hold the District and its officers, directors, employees and agents, harmless from any claim, expense or cost, damage, civil action, regulatory action or proceeding, fines or penalties or any liability resulting from any personal injury, property damage or liability causing event as a result of the use of the District easement or facility by the public agency or the general public occasioned by the joint use thereof.

Section 6 – Recordation

The Maintenance and Indemnification Agreement shall be recorded in the appropriate public records of Placer County, California.

Section 7 - Property Interest

Neither this policy nor any Maintenance and Indemnification Agreement or permission granted by the District to any public agency for the joint use of a District easement or facility shall confer any real property interest of any kind in District's property.