

MAINTENANCE AGREEMENT  
In El Dorado County  
Santa Fe Road to Meadow Vale Drive

THIS AGREEMENT is made and entered into, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the State of California's Department of Transportation, hereinafter referred to as "STATE," and the County of El Dorado, hereinafter referred to as "COUNTY."

WHEREAS, upon completion of the project to construct a bike path on State Route 50 (SR50), the parties hereto mutually desire to clarify the division of maintenance responsibility as to STATE and COUNTY facilities, roads, or portions thereof, and the paths within the limits of those areas depicted in attached Exhibit "A", which by this reference is made part of this Agreement.

NOW THEREFORE, IT IS AGREED:

1. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of that part of SR50 described within Exhibit "A" which affects the parties division of Maintenance, STATE will provide a new dated and revised Exhibit "A" which, when executed by COUNTY, will supersede the attached current original Exhibit "A" and will become part of this Agreement.
2. **BIKE PATH**  
COUNTY will be responsible for operating, maintaining and repairing at COUNTY expense, the path and all existing and newly installed fences, guardrailings, removable bollards, lighting structures, drainage facilities, slopes and structural supports necessary for the existence and operation of said path to assure a safe facility along the entire length of path by providing sweeping and debris removal, when necessary, together with and all signing, striping and pavement markings associated with the same and as required for the maintenance, safety and operation of the paths located and constructed within STATE's right of way.
3. **LANDSCAPED AREAS WITHIN STATE RIGHT OF WAY**  
STATE will own, operate and maintain, at STATE expense, all vegetative plantings and landscaping associated with normal erosion control within the limits of SR50, which is outside the limits of the path.
4. **LEGAL RELATIONS AND RESPONSIBILITIES:**
  - A. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of STATE highways or COUNTY's Trail different from the standard of care imposed by law. Nothing in this Agreement shall be construed as a waiver of any available defense or immunity available to STATE or COUNTY.
  - B. It is understood and agreed that neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, COUNTY shall defend, indemnify and save harmless STATE, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
  - C. It is understood and agreed that neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE

under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

5. EFFECTIVE DATE

This Agreement shall be effective upon execution by COUNTY and STATE, it being understood and agreed, however, that the execution of this Maintenance Agreement shall not affect any pre-existing obligations of COUNTY to maintain other designated areas pursuant to prior written notice from STATE that work in such areas, which COUNTY has agreed to maintain pursuant to the terms of other Agreements, has been completed.

6. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Robert S. Slater, Deputy Director, Engineering, Department of Transportation, or successor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**STATE OF CALIFORNIA**  
**Department Of Transportation**

**COUNTY OF EL DORADO**

WILL KEMPTON  
Director of Transportation

By: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
JODY JONES, District Director

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and procedure:

Approved as to form:

\_\_\_\_\_  
Attorney  
Department of Transportation

\_\_\_\_\_  
COUNTY Attorney (or Counsel)