





11. BICYCLE PATHS

STATE will maintain, at STATE expense, all fences, guardrail, drainage facilities, slope and structural adequacy of the path located and constructed within STATE's right of way. COUNTY will maintain, at COUNTY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of the non-motorized facility.

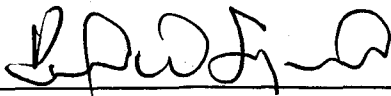
12. LEGAL RELATIONS AND RESPONSIBILITIES:

- 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 property different from the standard of care imposed by law; further, nothing in this Agreement shall be construed as a waiver of any available defence 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.

13. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by COUNTY and STATE, it being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of COUNTY to maintain 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.

**Requesting Department Concurrence:**

By:   
Richard W. Shepard, P.E.  
Director of Transportation


Dated: 12-5-06

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**

**El Dorado County**

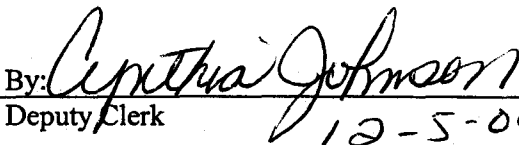
**WILL KEMPTON**  
Director of Transportation

By:   
Board of Supervisors  
"County" **JAMES R. SWEENEY**

By:   
Jody Jones, District Director



Attest:  
Clerk of the Board of Supervisors

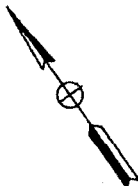
Approved as to form and procedure:

By:   
Deputy Clerk 12-5-06

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

**LEGEND:**

-  COUNTY MAINTAINS AT COUNTY EXPENSE
-  STATE MAINTAINED



**EXHIBIT A**

PROSPECTOR'S PLAZA Dr

US HIGHWAY 50

MISSOURI FLAT ROAD

MISSOURI FLAT Rd OC

PERKS Ct

MOTHER LOOE Dr

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**03-ED-50, PM R15.06**

IN EL DORADO COUNTY  
IN PLACERVILLE  
ON US HIGHWAY 50 FROM 0.40 km WEST  
TO 0.33 km EAST OF  
MISSOURI FLAT ROAD OVERCROSSING



