



COUNTY OF MARIN
DEPARTMENT OF PARKS AND OPEN SPACE
3501 CIVIC CENTER DRIVE, SUITE 415, SAN RAFAEL, CA 94903
415/499-6387 - FAX 415/ 499-3795

ROAD REPAIR AGREEMENT

This Agreement, entered into this **29th** day of **July, 2008**, is by and between The Girl Scouts of Northern California, a private, not-for-profit youth organization (hereafter “GSNC”); the Pacific Gas and Electric Company, a private energy-based company (hereafter “PGE”); and The Marin County Open Space District, a special district (hereafter “MCOSD”).

Article I. Background and Purpose

- A. A fire road known as the Bothin Access Fire Road within MCOSD’s White Hill Open Space Preserve sustained damage caused by heavy rains in January 2006. The Bothin Access Fire Road runs along the common boundary between the Camp Bothin GSNC property and MCOSD’s White Hill Open Space Preserve. The damage included the exposing of a natural gas pipe line owned by PGE.
- B. GSNC, PGE and MCOSD desire to work together to repair the gas line, a water line to the GSNC property, the Bothin Access Fire Road and the slopes adjoining the Bothin Access Fire Road.
- C. Through this agreement the parties intend to provide for the funding, rights to enter and approval for construction plans and specifications to effect the repairs.

Article II. Agreements

- 1. MCOSD shall contract for the services of a civil engineer to prepare plans and specifications and provide construction observation for the repair of the Bothin Access Fire Road and the adjoining slopes. Said plans and specifications shall accommodate repair of the gas line and water line. MCOSD shall submit to PGE and GSNC for review

and approval the plans and specifications. Said review shall be conducted in a timely manner, and approval shall not be unreasonably withheld by PGE and GSNC.

2. GSNC permits access by MCOSED and PGE over the Camp Bothin property for the purpose of effecting the repairs. MCOSED permits access to PGE and GSNC over the White Hill Open Space Preserve for the purpose of effecting the repairs.
3. The granting and acceptance of this permission does not constitute an admission of responsibility for maintenance of the road, utility lines or slope repair facilities on either GSNC property or MCOSED property, past, present or future by or on behalf of the GSNC, MCOSED or the County of Marin (hereafter "County"), their agents and/or contractors; nor shall such permission, acceptance or work done pursuant thereto be construed as an act or assumption of ownership, dominion, control, maintenance, easement or right of way, of, over, or through said fire road, utilities or slope repair on GSNC or MCOSED property by or on behalf of the GSNC, MCOSED, County or their respective agents and/or contractors.
4. The timing of construction activity shall be coordinated with GSNC to avoid impacts or interference with camp activities.
5. Minor tree trimming and brush removal may be performed as necessary on GSNC and MCOSED property to facilitate the repair. Every precaution will be exercised to prevent damage to existing vegetation.
6. MCOSED shall require contractors performing work to hold harmless PGE and GSNC, as well as MCOSED and County, and their agents, contractors and employees from all claims arising from contractor's work, except insofar as said claims can be shown to be caused by the negligence of PGE, GSNC, MCOSED or County, or their agents, contractors, or employees.
7. PGE shall hold harmless MCOSED, County, GSNC and their agents, contractors, and employees from all claims arising from PGE's work, except insofar as said claims can be shown to be caused by the negligence of MCOSED, County, GSNC or their agents, contractors, or employees.
8. MCOSED has applied for funding from the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (OES) to pay for the repair of the Bothin Access Fire Road and adjoining slopes under Disaster 1628 and Project Worksheet 2318 (Ref #OPN 86). If the funding from FEMA and OES does not cover the entire cost of repairing the road and adjoining slopes, MCOSED shall contribute one half of the remaining costs of the repairs.
9. GSNC shall contribute one half of the construction costs of the repair not covered by the funds from OES and FEMA. GSNC contribution will not exceed \$25,000 for their half of the construction costs.
10. PGE shall provide full funding for the repair and replacement of the natural gas main through the repaired area.

11. The Signatories below represent that they have full authority to bind their respective entities.

Article III. Amendments

This agreement may be modified or terminated upon further agreement of the parties.

Article IV. Notices

Notices shall be given to GSNC at the following address:

Girl Scouts of Northern California
7700 Edgewater Drive, Suite 340
Oakland, CA 94621
Marina Park
Chief Executive Officer

Notices shall be given to PGE at the following address:

Pacific Gas and Electric Company
1220 Anderson Drive
San Rafael, CA 94901
Jason Tanihara
Gas Asset Strategy Engineering Supervisor

Notices shall be given to MCOSD at the following address:

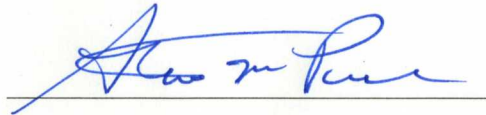
Marin County Open Space District
3501 Civic Center Drive, Room 415
San Rafael, CA 94903
Attention: Director and General Manager

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

DISTRICT
ATTEST:

Sharon McNamee
Secretary

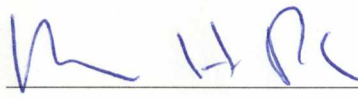
APPROVED AS TO FORM
COUNTY COUNSEL
CALIFORNIA




APPROVED BY:
MARIN COUNTY OPEN SPACE

By: _____
Charles McGlashan
President, Board of Directors

GIRL SCOUTS OF NORTHERN

By: 
Name: Marina Park
Title: Chief Executive Officer

PACIFIC GAS AND ELECTRIC COMPANY

By: 
Name: Jason Tanihara
Title: Gas Asset Strategy Engineering Supervisor