

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into and effective this ___ day of _____, 2014, by and between Sprint Communications Company L.P., a Delaware limited partnership, and its successors and assigns (hereinafter referred to as "Sprint"), whose mailing address is 6391 Sprint Parkway, Overland Park, Kansas 66251, Mail Stop: KSOPHT0101-Z2040, and Santa Barbara County Flood Control and Water Conservation District, California (hereinafter referred to as "DISTRICT") whose mailing address is 130 East Victoria Street, Suite 200, Santa Barbara, California 93101.

BACKGROUND:

A. DISTRICT desires to replace two bridges in Goleta, California, one bridge over the San Pedro Creek and one bridge over the Las Vegas Creek, on the route of the Union Pacific Railroad ("UPRR") right of way ("Project"). Sprint owned fiber optic cable facilities occupy the aforementioned UPRR right of way pursuant to a Master Fiber Optic Cable Easement Agreement; and,

B. As a result of the construction for the Project, it is necessary for Sprint to relocate its fiber optic cable facilities in accordance with, and as more particularly described, in the attached Exhibit A ("Scope of Work"), and incorporated herein; and,

C. Sprint, under the terms hereinafter stated, is willing to relocate its fiber optic cable and equipment within the UPRR right of way, to perform for Verizon Business that relocation work described in the Scope of Work, and to accommodate DISTRICT's Project if DISTRICT reimburses Sprint for all of its actual costs, both direct and indirect, in making the modifications described in the Scope of Work.

AGREEMENT

In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, Sprint and DISTRICT agree as follows:

1. Sprint will perform the necessary relocation work in accordance with the attached Exhibit A ("Work") subject to the terms and provisions of this Agreement.
2. DISTRICT represents and warrants to Sprint that Exhibit A accurately represents the Scope of Work requested of Sprint.
3. DISTRICT may, at its own expense, inspect any construction by Sprint hereunder, to assure itself that Sprint work is being performed in accordance with the Scope of Work.
4. DISTRICT will bear and be responsible for and pay in accordance herewith all direct and indirect costs incurred by Sprint and relating to the Work, including, but not limited to, labor, materials, construction, damages, administrative overhead, engineering review work, and taxes.
5. The total cost of the Work is estimated to be Four Hundred Ninety-Four Thousand Six Hundred Forty-Nine Dollars (\$494,649), as set forth in Exhibit A ("Cost Estimate"). The Cost Estimate includes that Work which Sprint will perform on behalf of Verizon Business cable as described in Exhibit A. The Cost Estimate does not, however, include costs for Verizon Business cable replacement, splicing or other Verizon Business unique costs which exceed the scope of this Agreement. Reimbursement for costs in excess of \$494,649 must be authorized by the District Board of Directors.
6. Within a reasonable period of time after Sprint pays all of the invoices associated with the Project and the as-built drawings are complete, Sprint will furnish an accounting of final actual costs and provide DISTRICT an invoice of the same. DISTRICT payment of such invoice is due within thirty (30) days after receipt. Payments shall be sent to:

UMB Bank
Sprint
P.O. Box 871197
Kansas City, MO 64187

7. All operations and work performed by DISTRICT above or adjacent to the fiber optic cable location must be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and government regulations, and in accordance with any restrictions and conditions that may be imposed by Sprint from time to time. No work may be performed within the existing right of way by DISTRICT until the fiber optic cable and other equipment modifications have been completed.

8. Exclusive of Saturday, Sunday and legal holidays, notice must be given to Sprint by DISTRICT, at least 48 hours in advance of commencement of any work on or adjacent to the fiber optic cable. The notice shall be given to Sprint at telephone number 1-800-521-0579.

9. Sprint shall defend, indemnify, and hold DISTRICT, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sprint, its officers, employees or agents.

DISTRICT shall defend, indemnify, and hold Sprint, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees or agents.

Sprint recognizes and accepts that DISTRICT is self-insured. Sprint has purchased commercial insurance in the amounts set forth in the attached Exhibit B.

10. It is expressly understood by the parties that Sprint is not abandoning any right, title or interest it may have in the right of way, all such rights, title and interest being expressly reserved.

11. Except as otherwise specifically provided in this Agreement, neither party shall be in default under this Agreement if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, excepting DISTRICT's obligation to make payments required hereunder, is caused by any of the following conditions, and such party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delays: unforeseen act of God; fire; flood; fiber, cable, conduit or other material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefore; lack of or delay in transportation not resulting from the responsible party's act or omission to act; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; any other cause beyond the reasonable control of such party (each a "Force Majeure Event"). The party claiming relief of a Force Majeure Event must promptly notify the other in writing of the existence of the event relied on and the cessation or termination of the event.

12. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the fiber optic cable modification work by and between Sprint and DISTRICT.

13. The terms of this Agreement shall be binding and inure to the benefits of the parties hereto and their successors and assigns.

14. All costs for flagging, if necessary, by UPRR will be at DISTRICT's expense.

15. Notwithstanding anything to the contrary contained herein, Sprint will not be required to perform any cable modification work contemplated by this Agreement during the period of November 15th of any year through January 2nd of the following year.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

SPRINT COMMUNICATIONS COMPANY L.P.

BY: Keith J. Thompson
NAME: Keith J. Thompson
TITLE: Manager, Real Estate
DATE: June 11, 2014

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

**SANTA BARBARA COUNTY
FLOOD CONTROL & WATER
CONSERVATION DISTRICT:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By: _____

RECOMMENDED FOR APPROVAL

Santa Barbara County Flood Control & Water Conservation District

By: _____
Thomas D. Fayram

EXHIBIT A
 92766W71 – COUNTY OF SANTA BARBARA, SAN PEDRO AND LAS VEGAS CREEKS IMPROVEMENTS
 SPRINT FIBER OPTIC CABLE RELOCATION AND PROTECTION PROJECT
 CITY OF GOLETA, SANTA BARBARA COUNTY, CA
 EXECUTIVE OVERVIEW AND CONSTRUCTION COST ESTIMATE
 (WITH SPRINT CABLE REPLACEMENT)
 April 24, 2014

This is an estimate of funding required for the relocation and protection of Sprint and Verizon Business (MCI) fiber in support of the County of Santa Barbara, San Pedro and Las Vegas Creeks improvements. This work includes Sprint's unique cost for Construction, Engineering, Inspection and Union Pacific Railroad (UPRR) cost for the fiber relocation and fiber protection for the UPRR bridge replacements across San Pedro and Las Vegas Creeks. The County of Santa Barbara plans to modify the Railroad R.O.W. in southern Santa Barbara County in the City of Goleta. The proposed project conflicts with Sprint's buried fiber optic system within the Former Southern Pacific Railroad (SPRR) right of way. This work is 100% reimbursable by the County of Santa Barbara. This document provides the estimated costs for the construction and engineering associated with protecting and reinforcing the fiber optic structure in support of the County of Santa Barbara and Union Pacific Railroad project. This estimate assumes that Sprint shall act as Lead Carrier for Sprint and Verizon Business. Verizon Business (MCI) shall pursue their unique costs, if any, with County of Santa Barbara directly. Sprint cable and splicing hardware for this effort is to be purchased under the Preliminary Engineering Agreement between Sprint and Santa Barbara County.

The actual work location is in the southern portion of Santa Barbara County, in the community of Goleta on the former SPRR R.O.W. on the Santa Barbara Subdivision UPRR MP 355.81 to 359.11. Thomas Brothers, Santa Barbara County, Page 994.

The work consists of relocating and protecting the joint fiber structure of Sprint and Verizon Business (MCI) at the two bridges of San Pedro and Las Vegas Creeks. Century Link (Qwest) will construct 1,700 feet of a new duct structure for Century Link (Qwest), Verizon Business (MCI) and Sprint for the UPRR Bridge replacements at the two creeks. Sprint will construct 1,400 feet of a new duct structure for Sprint and Verizon Business (MCI) which include two auger bores under the UPRR tracks. Sprint will place new fiber between splice points in existing and new duct, complete fiber cable cut overs and remove old fiber cable and structures.

The estimated total cost of the above work which is being performed by Sprint is currently estimated to be approximately \$494,649. This estimate includes funding for engineering and construction services from the UPRR for those services necessary to satisfy Sprint's obligations to the UPRR. This estimate does not include funds for Verizon Business cable replacement, splicing and other Verizon unique costs. This estimate does not include any funds for accommodating environmental / biological / hazmat or cultural issues or for any permits beyond those required by the Union Pacific Railroad.

Sprint Labor - Internal					
Outside Plant Engineer	120	hours	\$75	Sprint	MCI
Technician, hot cuts	240	hours	\$75	\$4,500	\$4,500
Technician, stand by	48	hours	\$75	\$18,000	\$0
Engineering Records, 20 sheets	20	hours	\$75	\$3,600	\$0
Subtotal				\$1,500	\$0
					\$32,100
Sprint Contract Labor					
Engineering / Inspection	600	hours	\$100	\$42,000	\$18,000
Subtotal					\$60,000
Sprint Contract Vendor Labor, Equipment and Material					
Construction Contractor	1	lot	\$233,776	\$163,643	\$70,133
UPRR Engineering	8	hours	\$100	\$560	\$240
UPRR Construction Coordinator	372	hours	\$100	\$26,040	\$11,160
UPRR Flagging	486	hours	\$100	\$34,020	\$14,580
Subtotal					\$320,376
Sprint Materials (Procured under Preliminary Engineering Agreement)					
Warning Ribbon	0	roll	\$0	\$0	\$0
Splicing Material	0	each	\$0.00	\$0	\$0
Fiber Cable	0	meter	\$0	\$0	\$0
Subtotal					\$0
Contingency					
Sprint Labor				\$4,140	\$675
Construction Contractor				\$24,546	\$10,520
Contract Labor				\$6,300	\$2,700
Railroad Costs				\$9,093	\$3,897
Material				\$0	\$0
Subtotal					\$61,871
Project Subtotal				\$337,943	\$136,405
G & A Charge @ 4.28% of overall project cost					\$20,302
Project Total					\$494,649

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE 4/1/2015

DATE (MM/DD/YYYY)
3/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: American Casualty Company of Reading, PA	20427
	INSURER C: Transportation Insurance Company	20494
	INSURER D: Starr Surplus Lines Insurance Company	13604
	INSURER E:	
	INSURER F:	

COVERAGES SPRCO03 **CERTIFICATE NUMBER:** 10861174 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	GL5082521363	4/1/2014	4/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	BUA5082521329.	4/1/2014	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Garagekeepers \$ Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000040033141.	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5082521282(RETRO) WC5082521296(DEDUCTIBLE) WC5082521279 (CA) N/A IN MONOPOLISTIC STATES	4/1/2014 4/1/2014 4/1/2014	4/1/2015 4/1/2015 4/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES //(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 *FIRE DAMAGE IS INCLUDED IN BROADER TENANTS LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE

CERTIFICATE HOLDER	CANCELLATION See Attachment
10861174 TO WHOM IT MAY CONCERN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 