

CR# 37938 DATE 07-29-05 LOC 05-620

ORD 5603 PO 510983

AGREEMENT TO SHARE INFORMATION

This Agreement to Share Information ("Agreement") is entered into by and between OLYMPIC PIPE LINE COMPANY ("Olympic") and the CITY OF BELLEVUE ("City") for the purpose of establishing a reasonable and expedient system for sharing relevant information regarding the section of Olympic's interstate pipeline which passes through the City's jurisdictional boundaries.

RECITALS

A. Olympic is a Delaware corporation which owns and operates an interstate fuel pipeline which passes under and through public and private property within the boundaries of the City.

B. City is a municipality in western Washington which wishes to obtain necessary and relevant information regarding the location, testing and repair of said pipeline, as well as information pertaining to damage prevention, emergencies and emergency response plans for the protection of the health, safety and welfare of its citizens.

C. The Parties desire that necessary and relevant information pertaining to Olympic's pipeline be available to the City for the protection of the health, safety and welfare of the citizens of the City and to allow for the expeditious review and approval of permits for excavation and/or repair of the pipeline, in such a way that pipeline security is not compromised, and proprietary information is not disseminated, and in such a way that human resources are not unnecessarily diverted from Olympic's primary task of safely and efficiently operating its pipeline.

AGREEMENT

In consideration of the foregoing and the performance of the mutual covenants contained herein, Olympic and the City agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to make available to the City necessary, relevant and appropriate information relating to the location and extent of facilities, testing and repair, damage prevention, and emergency response plans of Olympic's pipeline within the City's boundaries in such a way that necessary and important information is communicated to appropriate City officials, for the protection of the health, safety and welfare of the citizens of the City and to allow for the expeditious review and approval of permits for excavation and/or repair of the pipeline, without compromising the security of the pipeline or inappropriately disclosing proprietary information, and without diverting unnecessary human resources from Olympic's primary responsibility of safely and efficiently operating the pipeline.

2. **TERM.** This Agreement shall become effective upon written acceptance of its terms by both parties, and shall remain in effect for ten (10) years thereafter. At any time not

more than 360 days nor less than 90 days before the expiration of this Agreement, either party may request renewal for an additional ten (10) year term.

3. METHOD OF PROVIDING INFORMATION

3.1. It is Olympic's intention that the information referenced herein be available in electronic form, through a secure Internet website which may be accessed by City officials and protected from disclosure to persons who are not party to this Agreement or a similar information sharing agreement. Olympic's obligation to provide information under this Agreement shall be deemed satisfied if the information is available on a secure website which may be accessed by City officials by means of a pass code.

3.2. If it is determined to be not feasible to provide the information by means of an electronic website, or the information is not provided electronically by April 1, 2005, then Olympic shall provide the information referenced herein upon request by the City by making paper copies of the information available for inspection at Olympic's offices in Renton, Washington, or by delivering paper copies to the designated City official(s).

3.3. The information to be produced by Olympic pursuant to this Agreement shall be the best information available to Olympic and shall be accurate to the best of Olympic's information. While the information is believed to be generally accurate, the city understands the obligation to consult directly with Olympic before commencing construction activities near the pipeline, and to contact the appropriate federal or state agency for additional information relating to regulatory compliance.

4. **LOCATION OF PIPELINE.** Olympic shall provide the City with a pipeline map depicting the location of Olympic's pipeline, valves and other pipeline facilities within the City. Such information may be updated by Olympic on a periodic basis.¹ GIS Data. At such time as Franchisee develops or employs Geographic Information System ("GIS") technology, Franchisee shall submit the information to the extent it is available, in digital GIS format, showing the location of its Facilities within the Franchise Area.

It is understood and agreed by the parties that the precise location and depth of the pipeline shall be field verified if exact alignment is required for a construction project in the vicinity of the pipeline by using the One-Call System. It is further understood that the pipeline map, while a reasonable guide to the location of the line, is no substitute for direct contact with an appropriate employee or representative of Olympic whenever construction is contemplated or planned. The City's long range construction or development plans are available for review on the City's website, <http://www.cityofbellevue.org>. Construction plans for projects which may affect the pipeline may be submitted for review and comment to Olympic's Field Project Coordinator, 2319 Lind Avenue S.W., Renton, WA 98055 when applicable.

5. **EMERGENCY RESPONSE PLAN.** Olympic shall make available its current manual for responding to emergencies involving the pipeline. Updates to the manual will be maintained by Olympic and made available through the website. The manual is based on Northwest Area Contingency Plan, as approved by the Washington State Department of Ecology's (DOE) and the federal Office of Pipeline Safety. Olympic's website shall include a link to the Northwest Area Contingency Plan website. The City shall be provided an opportunity by

Olympic to attend and participate in biennial meetings at the county level to review and coordinate emergency response procedures.

6. **DAMAGE PREVENTION.** Olympic shall make available to the City its Programs and Procedures for Damage Prevention. The Company agrees to notify the City on the usual Company correspondence sent to known violators of the Washington State One-Call Law regarding Underground Utilities, RCW 19.122.030, where excavation activity has occurred near the Company's facilities without prior notification to the Washington State One-Call notification Center.

7. **PIPELINE INTEGRITY TESTING.** Olympic's website shall provide advance notice of planned in-line inspection of segments of the Olympic system along with the dates of completed inspections. . Olympic shall post the resulting repair program scope, developed from the inspection data, on its website. The repair program scope will identify the location and general nature of indications meeting established Federal pipeline integrity management criteria. The repair program scope shall be posted within thirty (30) days of the appropriate deadline(s) required by Federal regulation and updated with mitigation results within 60 days of completed excavation/inspection/repair activities.

8. **LEAKS OR OTHER EMERGENCIES.** In the event of a leak, spill, rupture or other emergency involving the release from its pipeline that requires notification to the National Response Center (NRC), Olympic shall post a copy of reports required by regulatory agencies on the web site within 36 hours of filing such report. Furthermore, Olympic shall notify the emergency services of the city as warranted by the leak response. Releases not warranting a call to emergency services will be posted on the website.

9. **CONFIDENTIALITY.** Subject to the limits of Washington law, City agrees to treat as confidential any records that constitute proprietary or confidential information under federal or state law, to the extent Olympic makes City aware of such confidentiality. Olympic is responsible for clearly and conspicuously identifying the work confidential or proprietary. Olympic will provide a brief written explanation as to why such information is confidential and how it may be treated as such under state or federal law. If City receives a demand from any person for disclosure of any information designated by Franchisee as confidential, City consistent with applicable law will advise Olympic and provide Olympic with a copy of any written request by the party demanding access to such information. If Olympic believes that the disclosure of such documents by City would interfere with Olympic's rights under federal or state law, Olympic will take appropriate legal action to prevent the disclosure by City of such documents. Olympic will join the person requesting the documents to such an action. Olympic will defend, indemnify and hold City harmless from any claim or judgment including any penalties or costs under RCW 42.17.

10. **DISPUTE RESOLUTION.** In the event of a dispute between the City and Olympic arising under this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the City and Olympic, who shall meet within 30 calendar days and make a good faith effort to achieve a resolution of the dispute, prior to either party pursuing judicial or quasi-judicial remedies.

11. **EFFECTIVE DATE.** This Agreement is effective as of May 26, 2005 (the "Effective Date").

OLYMPIC PIPE LINE COMPANY

By: Bobby J. Talley
Name: Bobby J. Talley
Title: President

Approved as to form:

Bobby J. Talley
President, Olympic Pipe Line

CITY OF BELLEVUE

By: ER Oberg
Name: Edward R. Oberg
Title: Deputy City Manager

Approved as to form:

Lm m. Kial
City Attorney