

## **REIMBURSEMENT AGREEMENT**

WORK: Snohomish County Chinook Marsh Project - Alternative Options for 16" and 20" pipelines

LOCATION: Chinook Marsh, Snohomish, WA 98290 (47.948771, -122.155892)

OLYMPIC REFERENCE: TPR 14631

THIS AGREEMENT ("Agreement"), is made and entered into effective this 15 day of January, 2025 ("Effective Date"), by and between Olympic Pipe Line Company LLC, a Delaware limited liability company, whose address is 600 Southwest 39<sup>th</sup> Street Suite 275, Renton, WA 98057 (hereinafter referred to as "OLYMPIC") and Snohomish County, a political subdivision of the State of Washington, whose address is 3000 Rockefeller Ave., M/S 303, Everett, WA 98201 (hereinafter referred to as "COUNTY").

### **WITNESSETH:**

WHEREAS, COUNTY desires to restore the Chinook Marsh to a floodplain habitat ("Restoration Activities"); and

WHEREAS, said Restoration Activities may require certain adjustments and alterations of the OLYMPIC 16" and 20" pipelines (hereinafter referred to as "OLYMPIC Pipeline Facilities"); and

WHEREAS, the COUNTY desires OLYMPIC to perform an analysis and assessment to determine the scope of any necessary adjustments, removals, and/or relocation of its existing facilities, and/or other related services that may be required in connection therewith, as specified herein, with OLYMPIC's regular construction and maintenance forces, or by a contractor paid under a contract let by OLYMPIC in order to complete the Restoration Activities; and

WHEREAS, COUNTY will pay, or reimburse OLYMPIC for, One Hundred Percent (100%) of all costs and expenses ("Cost") up to \$100,000.00 incurred for such analysis and assessment to determine the scope of as well as the performance of the adjustments, removals, and/or relocation of the Pipeline Facilities, and/or other related services as specified herein, whether such Cost is incurred directly by OLYMPIC or others on behalf of or at the request of OLYMPIC.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN RECITED, OLYMPIC AND COUNTY DO HEREIN AGREE AS FOLLOWS:

### **Section I**

OLYMPIC, with its regular construction or maintenance crew and personnel, or using a contractor or subcontractor, all at their standard schedule of wages, benefits and working hours, will perform an analysis and assessment to determine the scope of the necessary materials to be ordered,

required adjustments, removals, alterations, and/or relocation of its Pipeline Facilities and/or provide other related services as indicated on said Exhibit "A" attached hereto and made a part hereof (collectively, the "Work"). The preliminary estimated Cost of the Work is One Hundred Thousand Dollars and No Cents (\$100,000.00), as set forth in the attached Exhibit "B" attached hereto and made a part hereof ("Estimated Cost").

## **Section II**

a) COUNTY shall reimburse OLYMPIC for any and all actual Costs related to the Work not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00).

b) OLYMPIC will submit a final invoice to COUNTY upon the earlier of (i) termination of this Agreement in accordance with Section VIII of this Agreement; or (ii) completion of the Work, with supporting documents as reasonably requested by COUNTY. COUNTY shall pay this amount to OLYMPIC within thirty (30) calendar days after COUNTY receives OLYMPIC's invoice and all reasonably requested supporting documents. OLYMPIC accounts involved in carrying out the Work shall be kept in such manner that they may be readily audited, and actual Costs determined, and such accounts shall be available for audit by auditors of COUNTY for a period of six (6) years from date final payment has been received by OLYMPIC.

## **Section III**

OLYMPIC shall perform the Work in accordance with the plans and specifications set forth in Exhibit "A".

## **Section IV**

Prior to OLYMPIC starting the Work, COUNTY shall (1) cooperate with OLYMPIC in obtaining or causing to be obtained, in a form acceptable to OLYMPIC any right, permit, permission, easement and access rights required for OLYMPIC to perform the Work, at the sole Cost of COUNTY; (2) if requested in writing by OLYMPIC, survey and stake all easements and access rights that pertain to the Work; and (3) locate and identify all utilities and other facilities in any area in which the Work is to be performed. OLYMPIC will use reasonable efforts to endeavour to complete the Work in a timely manner, subject to force majeure and other delays outside of OLYMPIC's control.

## **Section V**

OLYMPIC, its contractor and sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. OLYMPIC shall comply with the substantive requirements of chapter 2.460 of the Snohomish County Code (SCC), which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by OLYMPIC of its compliance with the requirements of chapter 2.460 SCC. If OLYMPIC is found to have violated this provision, or to have furnished false or misleading information in an

investigation or proceeding conducted pursuant to this Agreement of chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the COUNTY's discretion.

#### **Section VI**

COUNTY HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS OLYMPIC, ITS AFFILIATED COMPANIES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING COSTS AND EXPENSES OF DEFENSE), WHICH ARE CAUSED IN WHOLE OR IN PART BY OR ARISE OUT OF ANY ACT OR OMISSION OF COUNTY, ITS EMPLOYEES, AGENTS OR CONTRACTORS IN THE PERFORMANCE OF THE WORK OR ANY DUTY, OBLIGATION OR SERVICE PURSUANT TO THIS AGREEMENT; EXCEPT, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OLYMPIC, ITS EMPLOYEES, AGENTS OR CONTRACTORS. IF ANY PROVISION OF THIS INDEMNITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INDEMNITY WILL REMAIN IN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING IN CONNECTION WITH THIS AGREEMENT.

#### **Section VII**

The term of this Agreement shall commence on the Effective Date and continue for a period of two years; provided, however, that the COUNTY's obligations after December 31, 2025, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with applicable law. The COUNTY promptly shall notify OLYMPIC in writing in the event such local legislative appropriation of the necessary funds for the Work under this Agreement is denied or delayed for any reason. The term of this Agreement shall not be extended unless an authorized representative of COUNTY and OLYMPIC agree in writing to extend the term. If the Work is not completed within the two-year term, or any agreed upon extension of the term, through no fault of OLYMPIC, OLYMPIC shall have the option to not perform or complete the Work.

#### **Section VIII**

Without limitation or waiver of any of OLYMPIC's rights elsewhere set forth in this Agreement, OLYMPIC reserves the right, within its sole discretion to terminate this Agreement with 14 days prior written notice to the COUNTY; COUNTY shall pay OLYMPIC for any and all services performed and actual Costs incurred by OLYMPIC up to and including the effective date of termination in accordance

with Section II of this Agreement. Without limitation or waiver of any of the COUNTY's rights elsewhere set forth in this Agreement, the COUNTY reserves the right, within its sole discretion, to terminate this Agreement with 14 days prior written notice to OLYMPIC; COUNTY will pay OLYMPIC for any and all services performed and actual Costs incurred by OLYMPIC up to and including the effective date of termination in accordance with Section II of this Agreement. OLYMPIC and the COUNTY may terminate this Agreement by written mutual consent of both parties, in which event COUNTY shall pay OLYMPIC for any and all services performed, and actual Costs incurred by OLYMPIC up to and including the effective date of termination in accordance with Section II of this Agreement.

#### **Section IX**

This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties, with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented but only in writing signed by an authorized representative of both OLYMPIC and COUNTY.

#### **Section X**

The provisions of this Agreement are solely for the benefit of the parties to this Agreement and no provision of this Agreement should be deemed to confer upon any other party any remedy, claim or right.

#### **Section XI**

If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as set forth herein.

#### **Section XII**

This Agreement shall be construed in accordance with the laws of the United States and the state where the Work is to be performed, without regard to such state's conflicts of law rules. The venue for any action arising out of this Agreement shall be in Snohomish County Superior Court.

#### **Section XIII**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, chapter 42.56 RCW.

IN WITNESS HEREOF, the parties hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

WITNESS:

\_\_\_\_\_

Olympic Pipeline Company LLC

By: Patsy Williams  
Digitally signed by Patsy Williams  
DN: cn=Patsy Williams, o=Patsy Williams c=US  
United States l=US United States o=BP  
ou=Olympic e=patsy.williams@bp.com  
Reason: I agree to the terms defined by the  
placement of my signature in this document  
Location:  
Date: 2025-01-24 10:25:08-00

Name: Patsy Williams  
Please print

Title: District Operations Manager

WITNESS:

\_\_\_\_\_

Snohomish County

By: Harper, Lacey  
Digitally signed by Harper,  
Lacey  
Date: 2025.01.15  
12:57:40 -08'00'

Name: Lacey Harper  
Please print

Title: Executive Director

## **Exhibit A**

Olympic will perform an analysis and assessment of the engineering needs of the 16"-20" petroleum pipelines running north-south through the Chinook Marsh project in order to accommodate the County restoration proposal. The analysis and assessment will include, but not be limited to:

- Coordination with project designers for determination of best practices or other requirements associated with geotechnical investigative work in the vicinity of the Olympic pipeline
- Development of preliminary scope, estimate, schedule, and skeletal initial plans of pipeline protection and/or relocation associated with up to two project alternatives.

### **Exhibit B**

The below is a cost estimate for the Work to be performed in Exhibit A.

Item	Cost
bp T&E	\$ 20,000
Right of Way	\$ 15,000
Engineering and Permitting	\$ 50,000
Overhead (17.5%)	\$ 15,000
<b>Total</b>	<b>\$ 100,000</b>