

**Agreement Between Vashon Island School District and Vashon Park District Regarding
the Use of On-Site Sewage System**

Vashon Island School District # 402 ("District") and Vashon Park District ("VPD") are parties to a lease agreement dated April 26, 2010 ("Lease") concerning a portion of the property commonly known as Vashon Island High School on Vashon Island, Washington ("Property"). VPD operates certain facilities for public recreational and educational activities on the portion of the Property that it leases ("Premises").

An on-site septic system currently serves the Property, the Premises and VPD's facilities on the Premises. The District plans to replace the current on-site septic system during the summer of 2012 with a new large on-site sewage system ("LOSS"). The design, construction, use, maintenance, repair, and operation of such systems in Washington is governed by WAC 246-272B. WAC 246.272B requires that owners of LOSS systems explain to users their rights and responsibilities and the rights and responsibilities of the owner or other responsible persons. Pursuant to the Lease, VPD will have the right to connect to the LOSS and use the LOSS upon its completion and the District's receipt of all final approvals necessary to begin operating the same. Upon final completion and approval, the District will discontinue use of the existing on-site septic system.

The District will pay for the design, construction and installation of the LOSS. The District and/or its authorized designees will operate, maintain and repair the LOSS; provided, however, that the District does not warrant that operation of the LOSS will be free from interruption and no interruption will render the District liable to VPD for damages or loss of any kind; and provided further that VPD will be responsible for all damage to the LOSS caused by any act or omission of VPD or any of its directors, officers, employees, contractors, agents, representatives, guests, invitees or approved assignees or subtenants (collectively, "VPD Parties"). VPD will also be responsible for paying all utility fees associated with the LOSS and attributable to the Premises as provided in Section 8 of the Lease, unless otherwise agreed.

If VPD connects to the LOSS, any connection to and all use of the LOSS will be subject to the provisions of RCW 70.118B and WAC 246.272B, as the same may be amended from time to time, and any associated current or future regulations passed by the Washington State Department of Health (collectively, "LOSS Regulations"). WAC 246-272B-06000 prohibits the following substances from entering a LOSS: (a) strong bases, acids, chlorinated solvents, and other toxic or hazardous substances, (b) fire or explosion hazards, (c) solid or viscous wastes that could plug sewer lines, (d) drainage from surface runoff, footing drains, roof drains, subsurface storm water infiltration systems, swimming pools, hot tubs, and other nonsewage drains, and (e) industrial wastewater. Chemicals in common household products used in moderate amounts are exempt from the foregoing prohibitions. Drainage as described in clause (d) above must also be prevented from entering any areas where LOSS components are located, including primary and reserve drainfield areas.

If VPD connects to the LOSS, it agrees to abide by (and cause all VPD Parties to abide by) all LOSS Regulations, including the prohibitions on substances and drainage described above. VPD

will be responsible for any violations of LOSS Regulations caused by it or the VPD Parties. VPD further agrees to allow the District, its officers, employees, contractors, agents, designees or other representatives (collectively, "District Parties") to access the Premises as necessary to install, maintain and repair the LOSS and agrees to reasonably cooperate with the District and all District Parties in operating the LOSS in compliance with all LOSS Laws, including any inspections, permits, renewals and reports associated with the same.

The Agreement, with all of the foregoing terms and conditions, is hereby accepted and agreed to by both parties:

Vashon Island School District # 402:

By: 

Printed Name: MICHAEL SOLTMAN

Title: SUPERINTENDENT

Date: 6.6.2012

Vashon Park District:

By: 

Printed Name: Jan Milligan

Title: Executive Director

Date: 6/5/2012