

SUBLEASE AGREEMENT

This Sublease is made and entered into between the City of Maple Valley ("City"), a Washington municipal corporation, and King County Sheriff's Office ("County"), a political subdivision of the State of Washington, (collectively, the "Parties"). This Sublease is subject to the terms, covenants, and conditions set forth herein. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County agree upon the following terms and conditions:

1. Relationship of the parties.

City is a tenant of Maple Valley Plaza, LLC, ("Landlord"), occupying Suites 100, 200, 220, and first floor storage space A, pursuant to the terms of its lease with Landlord of a portion of the building located at 22017 SE Wax Road, Maple Valley, Washington, 98038 ("Premises"). County is a sublessor of the City. County expressly agrees that no privity of contract exists between Landlord and County. County will not communicate with Landlord about any services, repairs or maintenance of the Premises but will instead communicate about such matters solely with the City. The City assumes no liability to County for the Landlord's failure of delivery of services, repairs or maintenance of the Premises. County agrees to observe and follow all rules and regulations set forth in this Sublease.

2. Premises.

2.1 The City occupies 10,377 rentable square feet of the Premises not including common areas, pursuant to the terms of its lease with Landlord, consisting of suites 100, 200, 220 and storage area A on the first floor. Suite 100 of the Premises consists of 1,468 rentable square feet. The County subleases from the City 264 sq. ft. of Suite 100 that includes: 198 sq. ft of floor space for office use, and 66 sq. ft of shared kitchen area.

2.2 The County's Sublease includes the non-exclusive right of County to use common areas of the Premises. The term "common areas" means the common entrances to the Premises, lobbies, restrooms, elevators, stairways and access ways, loading docks, ramps, drives and platforms and any passageways and service ways thereto; the open areas, landscaped areas, sidewalks, pedestrian walkways, roadways, driveways, parking areas (except restricted areas) refuse areas and all other areas on the Premises and located outside the Premises and available for lease to other tenants.

3. Term.

The County shall have access to and the use of Suite 100 of the Premises for use by its Officers on or after October 15, 2011, but not later than October 31, 2011 through December 31, 2012. Thereafter, the Sublease will automatically renew for subsequent one-year periods to begin on January 1 of any subsequent year. Either the City or the

County may terminate this Sublease for no cause upon providing the other with six (6) months advance written notice.

4. Rent.

4.1 Sublease amount. The County shall pay to the City as rent \$5,913.60 per year as rent beginning November 1, 2011 through December, 2011 (representing 264 sq. ft x \$22.40 per sq. ft.). See Attachment A, attached hereto and incorporated herein, which reflects the yearly rent calculation for 2011. If the County takes possession of the Premises prior to October 31, 2011, the rent payment shall be prorated at one-three hundred sixty fifth of the amount of annual rent for each day of County possession between October 15 and October 31, 2011. On January 1, 2012, the County shall pay to the City as rent \$6,032.40 per year through December, 2012 (representing 264 sq. ft x \$22.85 per sq. ft.). For each subsequent year of automatic renewal of this Sublease, beginning with January 1 of 2013, the rent shall increase per square foot as follows:

January 1, 2013: \$23.31 – yearly rent per square foot = \$6,153.84
January 1, 2014: \$23.78 – yearly rent per square foot = \$6,277.92
January 1, 2015: \$24.26 – yearly rent per square foot = \$6,404.64
January 1, 2016: \$24.75 – yearly rent per square foot = \$6,534.00
January 1, 2017: \$25.25 – yearly rent per square foot = \$6,666.00
January 1, 2018: \$25.76 – yearly rent per square foot = \$6,800.64
January 1, 2019: \$26.28 – yearly rent per square foot = \$6,937.92

The Sublease amount is inclusive of all utility costs and operating costs incurred by the City under its lease with Landlord.

4.2 Payment for reduction in precinct charges. If the County takes possession on October 31, 2011, then beginning November 1, 2011, the County shall pay the equivalent of \$5,810 per year to the City, representing the reduction in precinct charges to be charged to the City under the “Interlocal Agreement Between King County and the City of Maple Valley Relating to Law Enforcement Services” (ILA) entered into on January 1, 2000. See Attachment A which reflects the 2011 facilities charges credit to the City. The King County Sheriff has offered to the City a reduction in precinct charges as an annual savings to the City under the ILA resulting from the King County Sheriff’s Office move away from Precinct 3 in Maple Valley to its new location in Sammamish. If the County takes possession of the Premises prior to October 31, 2011, this credit payment shall be prorated at one-three hundred sixth fifth of the amount of annual rent for each day of County possession between October 15 and October 31, 2011. Because the amount for precinct charges is subject to change annually, the change will be addressed through the requirement in subsection 4.4 for an annual reconciliation statement to be provided by the County.

4.3 Total rent. The County shall pay to the City the yearly Sublease amount from section 4.1, plus the estimated credit for savings from precinct charges from section 4.2, reflected as a credit to the City under the ILA. The King County Sheriff shall reflect

an annual credit owed to the City as an offset against the annual amount owed by the City to the County under the ILA.

4.4 Annual reconciliation statement. The County shall provide to the City, on an annual basis, a reconciliation statement for precinct charges. The annual reconciliation statement shall be due by January 31 of each year during which the Sublease is in effect. The reconciliation statement shall indicate whether the credit from precinct charges was more than, or less than, \$5,810 per year for the reconciliation year. If the reconciliation statement shows that the County owes money to the City because the credit to the City for savings from precinct charges was more than \$5,810 per year, the County shall submit payment for the amount owed to the City with its reconciliation statement. If the reconciliation statement shows that the City owes money to the County because the credit to the City for savings from precinct charges was less than \$5,810 per year, the City shall pay the amount owed to the County within thirty (30) days of receipt of the reconciliation statement.

4.5 Should the ILA expire or be terminated before the end of the term the total rent, which is calculated on an annual basis, shall be payable to City in twelve (12) equal monthly installments in advance on the first day of each month during the term of this Sublease. The total rent for any fractional month of the term shall be prorated at one-thirtieth ($1/30^{\text{th}}$) of the monthly installment amount for each day of such fractional month.

5 Possession.

5.1 Delivery of Possession. City shall deliver possession of the Premises to the County on or after October 15, 2011 during regular business hours for the City, but no later than 5:00 PM on October 31, 2011. The date of delivery of possession will be the date on which any prorated rent is due pursuant to section 4, herein. Prorated rent is due for any day on which the County actually possessed the Subleased Premises regardless of the time of day that possession occurred.

5.2 Tenant Improvements. Attachment A sets forth all Tenant Improvements to be completed and/or installed on the Premises, as well as the estimated cost of said improvements, including installation costs and identification of each Party's responsibilities associated with completion of Tenant Improvements. The date of completion of Tenant Improvements is dependent, in part, on the County's purchase of several equipment items pursuant to section 5.3.1, herein. Selection of the contractor, or other vendor necessary to complete the Tenant Improvements shall be according to the terms of the City's lease with Landlord, and the County shall have no role in the selection of a contractor or of any other vendor that is necessary to complete the Tenant Improvements. The County shall be deemed to have accepted the Tenant Improvements installed by the City within ten (10) days of completion of said improvements if the County has not notified the City of non-acceptance in writing. The City shall act promptly to remedy any defects involving Tenant Improvements after receiving written

notice from the County of non-acceptance of said improvements. The County's dissatisfaction with Tenant Improvements shall not relieve the County of any of its obligations pursuant to section 4, herein. The cost of Tenant Improvements shall be invoiced to the County and are due thirty (30) days after the date of the invoice.

5.3 Condition of Premises. The County, by its signature on this Sublease, represents that it has inspected the Premises, and accepts the Premises "AS IS" except for the mutually agreed Tenant Improvements as set forth in Attachment A. The City makes no representations or warranties to the County regarding the Premises, including the structural condition of the Premises or the suitability of the Premises for the County's intended use.

5.3.1 Communications and Internet Access. The County shall be responsible for configuring, installing and maintaining a 24 port switch that will allow for the additional active data ports to connect to the King County T-1 for network and internet access at its sole cost. The County shall also be responsible for purchasing an 800 Mhz radio antennae and base station radio mobility enhancement equipment at its sole cost, and must provide the same to the City, along with a Bill of Sale of the antennae and base station mobility enhancement, for installation by the City or its agents. The County agrees to purchase and install the necessary computer(s), monitor(s) and peripherals, and a printer for use by Sheriff's Office Deputies on the Premises. The County is solely responsible for installation and on-going maintenance and support of the above-mentioned computer systems. The City will provide phone support, as feasible, to the Sheriff's Office Deputies on Premises, providing one physical phone and one voicemail box for that phone. The County's purchase of all items under this subsection must occur timely, and sufficiently in advance of the County's anticipated possession of the Premises to allow for the City's timely completion of Tenant Improvements prior to the County's actual possession of the Premises. Failure by the County to provide the items listed in this subsection to the City in a timely manner shall not be cause for the County to delay possession of the Premises beyond October 31, 2011, nor shall it be cause for the County to prorate any monthly rent payment after November 1, 2011.

5.3.2 No representations or warranties; no liability for damages. The City makes no representations or warranties to the County that any telecommunications or Internet lines, cables, or other, similar devices will be free from shortages, failures, variations, interruptions, disconnections, loss, or damage caused by the installation, maintenance or replacement, use or removal of telecommunications or Internet lines, cables, or other, similar devices by or for other tenants that lease space in the Premises; by any failure of the environmental conditions or internet lines, cables or other similar, devices and/or any associated equipment; or other problems associated with any such equipment by any other cause or any failure of such lines, cables, or other similar devices to satisfy the County's requirements; and the City shall have no liability for damages arising from such problems or failures and in no event shall the City be liable for harm to persons or damage to property arising therefrom.

6 Use of Premises.

The County expressly agrees that its use of the Premises shall be for general office purposes only, and that City's lease with Landlord provides that City's use of the Premises is limited to general municipal office purposes. The County shall have exclusive use of 198 s.f. of Suite 100 for King County Sheriff's Office Deputies, in three rotating shifts, consisting of two designated work stations per shift; access to shared kitchen space, and to common areas of the Premises. The County, by its signature herein, acknowledges that Suite 100 does contain desk space for patrol deputy use for each shift. The County's use of Suite 100 shall not include, under any circumstances, the following: primary use of an evidence room or temporary storage of evidence; primary use of any office as an interview room for suspects or witnesses or any person in police custody; use of any office as a holding cell. Suite 100 is to be used by the Officers solely for general office purposes such as report-writing, telephone calls, and meetings with other Officers and/or City, County and Department of Corrections staff. Sheriff's Office Deputies assigned to work from the Premises shall have access to Suite 100 during shifts the Officers are working, and when the Officers are responding to emergencies during non-scheduled shifts.

6.1 No Nuisance. County shall not do or permit anything to be done in or about the Premises that will obstruct or interfere with the rights of other tenants or occupants of the building or injure them or their property, or use or allow the Premises to be used for any unlawful purpose or in any way constituting a nuisance. Tenant shall not, without the prior written consent of the City, use any apparatus, machinery or device in or about the Premises which will cause any substantial noise or vibration. The County shall not place any boxes, cartons or other rubbish in the corridors or other common areas, the building or property. The County shall use due care in the use of the Premises and of the common areas, building, or property and shall not neglect or misuse fixtures, electric lights and heating and air-conditioning apparatus.

7 Surrender of Premises.

The County agrees that upon termination of this Sublease, the County will quit and surrender the Premises in a neat and clean condition and in at least the same condition as the Premises existed on the date of actual possession, and will deliver all keys and other access devices, as applicable, to the City. If the termination of this Sublease involves any necessary repairs to the Premises, the City shall make the repairs or cause the repairs to be made, and shall submit an invoice to the County for the costs of said repairs. The County agrees to pay the invoice within thirty (30) days of the date of the invoice. If the County fails to surrender and vacate the Premises on the date designated for termination, then such retention of the Premises shall be deemed a breach of this Sublease, and the City may utilize any and all legal remedies to remove the County from the Premises.

8 Damage, Destruction or Condemnation

8.1 Damage and repair. If the Premises or that portion of the Premises necessary for the County's intended use under this Sublease is damaged by fire or other insured casualty to an extent which makes a significant portion or all of the Premises untenable, then the County shall give written notice of such event to the City. The City shall, within sixty (60) days after receipt of such notice, advise the County whether the City elects to repair or replace the Premises, or elects to terminate this Sublease. If the City elects to repair or rebuild, the City will proceed to do so with reasonable diligence commencing upon settlement of any insurance claim, or if there is no such claim, as soon as practicable. If the City elects to repair or replace, the total rent due pursuant to section 4, herein, shall be abated to the extent the Premises or that portion of the Premises necessary for the County's intended use are untenable until substantial completion of the repair or replacement. The term of this Sublease shall not be extended by virtue of the Premises being untenable for any period of time. The County shall be responsible at its sole cost and expense to repair or replace any of the County's personal property and tenant improvements which are damaged or destroyed by he insured cause.

8.2 Uninsured loss. In the event the Premises are damaged as a result of any uninsured cause then City shall have the option (1) to repair or restore such damage, this Sublease continuing in full force and effect but the monthly rent to be proportionately reduced as set forth in section 8.1; or (2) terminate this Sublease by giving the County not less than thirty (30) days prior written notice of City's election; provided, however, that such notice shall be given, if at all, within the thirty (30) days following the date of occurrence of said damage. In the event the City gives such notice, this Sublease shall expire and all interest of the County in the Premises shall terminate on the date so specified in the notice and the monthly rent shall be paid up to the date of such termination (reduced by a proportionate amount based on the extent to which such damage substantially interfered with the business carried on by the County in the Premises).

8.3 No Obligation. Notwithstanding anything to the contrary contained in this Section 8, City shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section 8 occurs during the last one hundred eighty (180) days of the sublease term or any extension thereof.

8.4 Condemnation. If all or part of the Premises allocated for the County's use and enjoyment are taken under power of eminent domain, or sold under the threat of the exercise of said power, this Sublease shall terminate as to the part taken as of the date the condemning authority takes possession. If more than ten (10) percent of the floor area of Premises or more than twenty five (25) percent of the parking stalls of the Premises are taken by condemnation, either Party may terminate this Sublease as to the remainder of the Premises as of the date the condemning authority takes possession. Any award for the taking of all or part of the Premises under the Power of eminent domain, including payment made under threat of the exercise of such power, shall be the property of the City. The County shall only be entitled to such compensation as may be separately awarded or recoverable by the County in County's own right for the loss of or damage to

improvements to the Premises installed by the County, for County's trade fixtures and removable personal property and for County's relocation or moving expenses. The City shall not be liable to the County for the loss of the use of all or any part of the Premises taken by condemnation. City shall have the exclusive authority to grant possession and use to the condemning authority over any portion of the Premises under the control of the City and to negotiate and settle all issues of just compensation or, in the alternative, to conduct litigation concerning such issues; provided, however, that City shall not enter into any settlement of any separate award that may be made to County without County's prior approval of such settlement, which approval shall not be unreasonably withheld. City shall provide County with a copy of any settlement or final order concerning use and possession if such settlement pertains to Premises leased by County or common areas as defined in this lease.

9 Alterations.

9.1 Tenant Alterations. Tenant shall not make any alterations, additions, or improvements in the Premises, other than those set forth in section 5, herein, without the prior written consent of the City. The City shall have sole and absolute discretion whether to give its consent. All alterations, including the Tenant Improvements set forth in section 5, herein, shall become the property of the City and shall remain in and be surrendered with the Premises upon termination of this Sublease, if those alterations, including the Tenant Improvements, are affixed to the Premises. Any alterations, additions, or improvements other than the Tenant Improvements set forth in section 5 herein that the City consents to, shall be documents in writing, including all necessary terms regarding installation, location, etc.

9.2 City Alterations. The County agrees that the City has the right to make alterations to the Premises, as long as the City continues to provide 198 sq. ft. of space available to the County for its exclusive use as administrative office space including two designated work stations. Any City alterations to the Premises shall be provided in a notice to the County at least fourteen (14) days in advance of the scheduled alterations.

9.3 Substitute Premises. The City may, upon sixty (60) days' prior written notice to the County, substitute for the Subleased Premises in Suite 100, other premises, provided that the new premises shall be at least 198 sq. ft. including two designated work stations for exclusive use by the County, and provided that the new premises are reasonably usable by the County for its intended use under this Sublease. The County agrees to cooperate with the City in all ways to facilitate the expeditious scheduling, staging, and completion of such substitution. The City shall be responsible for all costs and expenses related to the facilitation and completion of such substitution, including moving costs, and any necessary improvements to the new premises. The City shall not be liable to the County for any damages or loss because of such substitution.

10 Signs.

No signs or symbols may be placed at the Premises or upon the property where the Premises are located without the prior written approval of the City. The County covenants and agrees that on termination of this Sublease it will remove any signs placed on the Premises and repair any damage or injury to the Premises caused thereby at the County's sole expense. If the County fails to remove the signs then the City may have them removed and may have the damage repaired and shall invoice the costs therefore to the County which shall pay the amount due within thirty (30) days of the date of the invoice.

11 Parking.

The County and its invitees and guests are allowed the use of non-dedicated parking stalls in common with the City.

12. Key Control.

The City shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises, excluding the County's files. The City shall issue keys to Suite 100 of the Premises to the County employees designated to work from the Premises. Keys assigned to County personnel shall not be assigned by County personnel to any other County employee or to any other person. A County employee that is re-assigned to a different work location, or leaves the employment of the County must return the key issued by the City. Failure by a County employee to return a key, or loss of a key issued to a County employee will result in the City's re-keying of the Premises for security purposes, and the cost thereof shall be invoiced to the County. The County shall pay all the costs associated with re-keying the Premises within thirty (30) days of the date of the City's invoice.

13. Hazardous Material

13.1 City's Representation and Warranty. City represents and warrants to County that to the best of City's knowledge, there is no "Hazardous Material" (as defined below) on, in, or under the Premises as of the commencement date except as otherwise disclosed to County in writing before the execution of this Sublease. If there is any hazardous material on, in, or under the Premises as of the commencement date which has been or thereafter becomes unlawfully released through no fault of County, the City shall indemnify, defend and hold County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorney's fees, consultant fees and expert fees, incurred or suffered by County either during or after the Sublease term as the result of such contamination.

13.2 County's Hazardous Substances. The County shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about, or disposed of on the Premises by the County, its agents, employees, contractors, or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and

ordinances. If the County breaches the obligations stated in the preceding sentence, then the County shall indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or useable space or of any amenity of the Premises, or elsewhere, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees incurred or suffered by City either during or after the Sublease term. These indemnifications by the City and County include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work, whether or not required by any federal, state, or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. The County shall immediately notify City of any inquiry, investigation or notice that the County may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

13.3 Duration of Indemnity. City's and County's indemnification obligations under this section shall survive the expiration or earlier termination of this Sublease.

13.4 Response Activities. Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept upon or used in or about the Premises by The County, its agents, employees, contractors or invitees, results in any unlawful release of Hazardous Material on the Premises or any other property, County shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any Hazardous Material; provided that the City's approval of such actions shall first be obtained, which approval may be withheld at City's sole discretion.

13.5 Definition of Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington, or the United States Government due to its potential harm to the health, safety, or welfare of humans or the environment.

14. Indemnification and Hold Harmless

14.1 Indemnity. Each party shall protect, defend, indemnify, and save harmless the other party, its officers, officials, employees, volunteers, and agents, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to this Sublease caused by or resulting from each party's own negligent acts or omissions. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, officials, officers, volunteers, or agents. As to any and all causes of actions and/or claims, or third-party claim, arising under the sole fault of a party to this Sublease, said party shall have a duty to protect, defend, and hold harmless the other party.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, in respect to the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party.

15. Insurance

15.1 County Insurance.

15.1.1. Liability Insurance. The County, as a charter county government under the constitution of the State of Washington, maintains a fully funded self-insurance program, as defined in King County Code 4.12, for the protection and handling of the County's liabilities including injuries to persons and damage to property. City acknowledges, agrees, and understands that the County is self-funded for all of its liability exposures. County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Sublease. The County agrees to provide City with at least thirty (30) days prior written notice of any material change in County's self-funded program and upon request will provide City with a certificate of self-insurance as adequate proof of coverage. City further acknowledges, agrees, and understands that the County does not purchase commercial general liability insurance and is a self-insured governmental entity; therefore County does not have the ability to add City as an additional insured. Should County elect to cease self-insuring its liability exposures and purchase commercial general liability insurance, County agrees to add City as an additional insured.

15.1.2 Property Insurance. The County shall also maintain insurance covering its furniture, fixtures, equipment, and inventory in an amount equal to the full insurable value thereof, against fire and risks covered by a standard fire insurance policy with an extended coverage endorsement and insurance covering all plate glass and other glass on the Premises.

15.2. City Insurance.

15.2.1 Liability Insurance. The County understands that the City participates in Washington Cities Insurance Authority, a governmental self-insured risk pool. County acknowledges that City is a member of the WCIA risk pool and does not have the ability to add County as an additional insured. The City assumes no risk of liability to the County under this Sublease for damage to or loss of the County's personal property located on the Premises, or to the County's personal property installed on the Premises. City agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Sublease. The City agrees to provide

County with at least thirty (30) days prior written notice of any material change in City's self-funded program and upon request will provide County with a certificate of self-insurance as adequate proof of coverage. Should City elect to cease self-insuring its liability exposures and purchase commercial general liability insurance, City agrees to add County as an additional insured.

15.2.2 Property Insurance. The City shall also maintain insurance covering the Premises, in an amount equal to the full insurable value thereof, against fire and risks covered by a standard fire insurance policy with an extended coverage endorsement.

15.3 Notices. The County shall immediately furnish City with a copy of any written notice received, or a written summary of any oral notice received, from any governmental or quasi-governmental authority, insurance company, inspection bureau or any other third party as it relates to the Premises.

16. Waiver of Subrogation

Notwithstanding the provisions of Section 14 herein, City and County agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance (to include extended perils) and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto.

17. Assignment

17.1 No County Assignment. This Sublease shall not be assignable by operation of law.

17.2 City Assignment. The City shall have the right to assign its interest in this Sublease without consent of the County.

18. Liens

County shall keep the Premises and the property at which the Premises are situated free from any liens. County shall indemnify and hold City harmless from liability from any such lien including, without limitation, liens arising from alterations and repairs.

19. Default

The following occurrences shall each be deemed an Event of Default by County:

19.1 Failure To Pay. County fails to pay any sum, including Total Rent, due under this Sublease as provided in Section 4 herein.

19.2 Vacation/Abandonment. County vacates the Premises (defined as an absence for at least thirty (30) consecutive days without prior notice to City), or County abandons the Premises (defined as an absence of five (5) days or more while County is in breach of some other term of this Sublease). County's vacation or abandonment of Premises shall not be subject to any notice or right to cure.

19.3 Failure to Comply with Rules and Regulations. County fails to comply with the terms of this Sublease, if the failure continues for a period of twenty-four (24) hours after notice of such failure is given by City to County. If the failure to comply cannot reasonably be cured within twenty-four (24) hours, then County shall not be in default under this Sublease if County commences to cure the failure to comply within twenty-four (24) hours and thereafter diligently and in good faith prosecutes such cure to completion.

19.4 Other Non-Monetary Defaults. County breaches any agreement, term, or covenant of this Sublease other than one requiring the payment of money and not otherwise enumerated in this Section, and the breach continues for a period of fifteen (15) days after notice by City to County of the breach. The fifteen (15) day grace period shall not apply to County's breach of its obligations to maintain insurance coverage under Section 15.

19.5 Failure to Take Possession. County fails to take possession of the Premises.

20. Remedies

The City shall have the following remedies upon an Event of Default. City's rights and remedies under this Sublease shall be cumulative, and none shall exclude any other right or remedy allowed by Law.

19.1 Termination of Sublease. City may terminate County's interest under the Sublease, but no act by City other than written notice from City to County of termination shall terminate this Sublease. The Sublease shall terminate on the date specified in the notice of termination. Upon termination of this Sublease, County shall remain liable to City for damages in an amount equal to the Total Rent and other sums that would have been owed by County under this Sublease for the balance of the Sublease term.

21. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any portion of this Sublease shall not waive any right or remedy of City. Any approval given by City under this Sublease shall not waive City's right of disapproval in any other instance.

22. Removal of Property

In the event of any entry, or taking possession of the Premises, City shall have the right (but not the obligation) to remove from the Premises all personal property and fixtures located therein. City may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners of such property. City has the right to sell such stored property, without notice to County, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first to the cost of such sale; second to the payment of the charges for storage, if any; third to the payment of any sums of money which may then be due from County to City; and the balance, if any, shall be paid to City as liquidated damages. Nothing in this Section shall limit City's right to sell County's personal property as permitted by law to foreclose City's lien for unpaid rent.

23. Heirs and Successors

Subject to the provisions pertaining to assignment and subletting, this Sublease shall be binding upon the heirs, legal representatives, successors, and assigns of the Parties hereto.

24. Hold-Over

If the County shall hold over after the expiration of the term of this Sublease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy is terminable as provided by the laws of the State of Washington. During such tenancy County agrees to pay to City 150% of the rate of the Total Rent last payable under this Sublease, unless a different rate is agreed upon by City, plus all other additional rent and payments payable under this Sublease. However, in no event will the rent be less than the Total Rent set forth in this Sublease and payable at the time of the hold-over. In addition, the County shall be bound by all of the terms, covenants, and conditions set forth herein.

25. Authority to Sign, Joint and Several Liability

The person(s) signing this Sublease on behalf of the County hereby warrant(s) to City he/she/they has/have full authority from such corporation to sign this Sublease, and to obligate the corporation. If more than one person or entity signs the Sublease, each shall be jointly and severally liable hereunder.

26. Notices

26.1 General Notice Requirements. Any notice, approval, consent or request required or permitted under this Sublease shall not be effective unless in writing. Such notices shall be addressed to the person(s) entitled to notice, and shall be personally

delivered to or mailed to the address stated below by certified or registered mail, return receipt requested and postage pre-paid. Such notices shall be deemed given on the day personally delivered or the day following mailing. Notices to the City shall be delivered to City of Maple Valley, c/o David W. Johnston, 22017 SE Wax Road, Suite 200, Maple Valley, WA 98038. Notices to County shall be delivered to: (1) KCSO Contracts Unit, 516 3rd Ave., Seattle WA 98104 and (2) Steve Salyer, King County Real Estate Services, 500 4th Ave, Room 500, Seattle WA 98104. Any party may change the contact person and/or address provided above by notice given in accordance with this paragraph.

26.2 Notice of City Non-Compliance. If County believes City has failed to perform any term or provision under this Sublease required to be performed by City, City shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by County; provided, if the nature of City's failure is such that more than thirty (30) days are reasonably required in order to cure, City shall not be in default if City commences to cure such failure within such thirty (30) day period, and thereafter reasonably seeks to cure such failure to completion. The aforementioned periods of time permitted for City to cure shall be extended for any period of time during which City is delayed in, or prevented from, curing due to fire or other casualty, strikes, lockouts or other labor troubles, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by County or other Persons, and other causes beyond City's reasonable control. If City shall fail to cure within the times permitted for cure herein, City shall be subject to such remedies as may be available to County (subject to the other applicable provisions of this Sublease); provided, in recognition that City must receive timely payments of Total Rent and operate the Property, County shall have no right of self-help to perform repairs or any other obligation of City, and shall have no right to withhold, set-off, or abate rent.

27. Rules and Regulations

The County shall faithfully observe and comply with the rules and regulations that the City shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the County upon delivery of a copy of them to County. The City shall not be responsible to County for the nonperformance of any rules and regulations by any other tenant or occupants.

28. Final Agreement – Procedure to Amend

This is the final and a fully integrated agreement of the Parties and all prior statements, promises, representations and/or discussions between or among the parties, whether or not in writing, are void if not set forth in this final agreement. All Parties represent and warrant to all other Parties that he/she/it does not and will not rely upon any oral or written prior statements, promises, representations and/or discussions not set forth herein and will never seek to prove or assert that there is any agreement or understanding that varies, adds to, or supplements this document. No modification or alteration of this Sublease nor any waiver, excuse, release, forbearance or forgiveness of any duty,

obligation or of liability of County hereunder shall be valid or binding on the City unless the same is in writing and signed by the City Manager of the City. No employee or agent of the City has or will have the authority to modify or alter this Sublease nor to waive, excuse, release, forbear or forgive any duty of the County.

29. Mediation, Litigation

29.1 Mediation. City and County agree that should any dispute arise concerning this Sublease both Parties shall submit to mediation as a condition precedent to initiating any legal action. City and County shall each bear their respective costs of mediation.

29.2 Jurisdiction and Venue. Any lawsuit arising from or in any way related to this Sublease or alleged breach thereof, any personal injury or any other transaction or any claimed act, error or omission of any party, shall be brought exclusively in the King County Superior Court, and the parties hereby stipulate and agree that jurisdiction and venue shall be proper there.

29.3 Unlawful Detainer Action. The City, at its option, may bring an action for unlawful detainer, forcible entry and detainer or ejectment in order to regain possession of the Premises, and no claim of off-set or claim that the City is in any manner obligated to County for breach of this Sublease or from any other transaction shall be asserted as a defense to the City's action.

29.4 Service of Process. County agrees that service of legal process upon County will be valid if given in any manner authorized by statute, or by depositing a copy of summons and other papers in the US mail, to be delivered by the first class mail, and addressed to the County at any address provided in Paragraph 26. In such event, service of process will be deemed complete three (3) days after mailing.

30. Miscellaneous

30.1 Force Majeure. City shall not be in default hereunder and County shall not be excused from performing any of its obligations hereunder if City is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God, or other causes beyond City's reasonable control.

30.2 Captions. The headings and titles in this Sublease are for convenience only and shall have no effect upon the construction or interpretation of this Sublease.

30.3 Only City/County Relationship. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of City and County.

30.4 Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30.5 Severability. The unenforceability, invalidity, or illegality of any provision of this Sublease shall not render the other provisions unenforceable, invalid, or void.

30.6 Recordation. This Sublease may be recorded by the City, at the City's sole discretion, at the City's sole cost and expense.

IN WITNESS WHEREOF, parties below have executed this Sublease.

CITY OF MAPLE VALLEY

KING COUNTY

David W. Johnston
City Manager

By:
Title: CHIEF DEPUTY

Date: 8/23/2011

Date: 082411

ATTEST: _____
Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christy A. Todd,
City Attorney
City of Maple Valley

Attachment A

Credits to City

Adjustment Type	Current	With Sammamish Precinct ²	Est'd City Savings
2011 Precinct Charge	11,735	5,925	(5,810)
2011 Credit ¹	-	(5,914)	(5,914)
Net (Credit) to be reflected on Exhibit B to the ILA			(11,724)

As of 04/24/11 - 2011 Precinct charge is annualized facility cost without EPCC move. Different from Final Exhibit B

¹Shared space credit for housing County FTEs: A uniform credit based on a standard cubicle size (55sf) plus 20% for shared space. Deputies divided by 3 for shifts.

Patrol	4,435	(66SF x 9)/3 X \$22.4 PSF	66 sq ft X (times) # of Patrol assigned / (Divided) by 3 (Shifts) X (times) the lease or city owned rate. 198 s.f. total
Patrol Sgt	1,478	(66SF x 1) X \$22.4 PSF	66 sq ft X (times) # of Patrol Sgts assigned / (Divided) by 3 (Shifts) but min 1 desk, X (times) the lease or city owned rate. 66 s.f. total
Total ³	5,914		264 s.f. total (not including shared space)

²Charge to Maple Valley for shared FTE space: This is the (# of city FTEs / total # of Pct FTEs) X allocated amount.

Allocated Amount Subtract county-only FTEs to get shared staff % - (56%) X(times) Sammamish lease amount + plus cost of Sgt supv in cities.

Tenant Improvements

1. Equipment to be provided by County: Computer with Monitor and peripherals = \$1,500; Printer = \$500; 24 Port Cisco Switch for T1 connections = \$4,000. 800 Mhz Antenna and all hardware necessary for installation; base station radio mobility enhancement. Estimated at \$11,800.

2. Equipment to be provided by City and reimbursed by County: Desks, chairs, and installation of same for use by the Officers, estimated at \$1,000.

3. City costs for installation to be reimbursed by County: 800 Mhz Antenna \$1,700; telephone and programming = \$1,000.

4. County costs for installation: 24 port Cisco Switch = \$500