SEATTLE COLLEGES
North · Central · South

BOARD OF TRUSTEES

February 8, 2024
REGULAR MEETING AGENDA

SESSION	TIME	LOCATION (HYBRID)	
EXECUTIVE	1:00 p.m.	**Closed Session**	
STUDY	2:00 p.m.	**South Seattle College** Cascade Hall – Room 107 6000 16th Ave SW Seattle, WA 98106	**Zoom** **URL:** zoom.us/j/93888831545 **Meeting ID:** 938 8883 1545 **Passcode:** 549032
REGULAR	2:30 p.m.		

EXECUTIVE SESSION

1:00 p.m. AGENDA

An executive session may be held for one or more of the following purposes: (1) To receive and evaluate complaints against a public officer or employee; (2) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee; (3) To discuss with legal counsel litigation or potential litigation to which the college is, or is like to become, a party, when public knowledge of the discussion would likely result in adverse consequence to the district; (4) To consider, as a quasi-judicial body, a quasi-judicial matter between named parties; (5) To consider matters governed by the administrative procedure act, chapter 34.05 RCW; and/or (6) To plan or adopt the strategy or position to be taken during collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review proposals made in on-going negotiations or proceedings.

A. Negotiations
   a. Exception (6) To plan or adopt the strategy or position to be taken during collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review proposals made in on-going negotiations or proceedings.

B. Litigation Update
   a. Exception (3) To discuss with legal counsel litigation or potential litigation to which the college is, or is like to become, a party, when public knowledge of the discussion would likely result in adverse consequence to the district;

C. Personnel
   a. Exception (2) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

STUDY SESSION

2:00 p.m. AGENDA

A. 2025 Legislative Session Priority Survey | Dr. Rosie Rimando-Chareunsap | Pg. 5

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BOARD OF TRUSTEES

February 8, 2024
REGULAR MEETING AGENDA

REGULAR SESSION

2:30 p.m. PRELIMINARY MATTERS

A. **Call to Order**
B. **Land Acknowledgment Updates | D'Andre Fisher**
C. **Approval of Agenda**

2:40 p.m. PUBLIC COMMENT

The Seattle Colleges Board of Trustees welcomes students, employees, and community partners to address the Board during the Public Comment period specified on the Agenda. The Board provides 15 minutes for public comments, which may be adjusted at the discretion of the Board Chair.

Each speaker has 3 minutes to address the Board, and speakers are encouraged not to repeat the same issue that a previous speaker has already raised. Advanced signup for oral comments is requested by completing the short form linked on the Public Comment – Board of Trustees website.

Additional commenters will only be called upon during the meeting as time allows. If there is not enough time for all speakers, commenters will be encouraged to submit a written statement or be put on the list for oral comments at the next public meeting.

In addition, written statements are accepted by Ricky Goetz at any time (via web form mentioned above). All written statements received by noon on the Friday before the Regular Board of Trustees meeting will be published in the public packet. Written statements received after that date and time will be added to the Board packet and transmitted to the Board for the following Board meeting.

The Board functions at the policy level while daily operational matters are delegated to the district and college management team. It is, therefore, not the practice of the Board to respond specific to operational issues during Public Comment period.

2:55 p.m. HIGHLIGHT PRESENTATION

A. **An intro to South's Welcome Center | Megan Fonda**

3:10 p.m. CONSENT AGENDA

A. **Minutes: January 11, 2024 – Regular Meeting | Pg. 9**

3:15 p.m. ACTION ITEMS

A. **Option to Purchase Agreement for North Seattle College Affordable Housing Project | Pg. 16**
B. **Minor Capital Program Funding Reallocation for South Seattle College | Dr. Sayumi Irey | Pg. 91**

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BOARD OF TRUSTEES

February 8, 2024
REGULAR MEETING AGENDA

3:45 p.m. INFORMATION ITEMS

A. Naming request of South Seattle College Counseling Center | Dr. Rosie Rimando-Chareunsap | Pg. 95
B. Update on Payroll Concerns | Jennifer Dixon | Pg. 102
C. 2023-24 Grants Report | Julienne DeGeyter | Pg. 104
D. FY 2023 - Estimated Cash Balances | Julienne DeGeyter | Pg. 109
E. Capital Projects Balances Report 2023-2025 | Julienne DeGeyter | Pg. 112
F. Strategic Planning Process Update – February 2024 | Dr. Bradley Lane | Pg. 117

4:15 p.m. ORAL REPORTS

Section to provide any additional oral reports that were not included in any submitted written reports.

A. Student Representatives
- i. Quynh Nguyen - South | Pg. 118
- ii. Fatimah Abdullahi - Central
- iii. Chayton Remle - North | Pg. 120

B. Labor Representatives
- i. AFT Seattle Community Colleges
- ii. WFSE
- iii. AFT-SPS

C. Chancellor | Pg. 122
D. Chair
E. Trustees
- i. Legislative Update

F. Board Committees & Liaisons
- i. Finance Committee
- ii. Foundation Liaison
- iii. Legislative Liaison
- iv. Strategic Planning Committee

G. College Presidents, Vice Chancellors, Associate Vice Chancellors
- i. D'Andre Fisher, Associate Vice Chancellor of Equity, Diversity, Inclusion and Community
- ii. Earnest Phillips, Associate Vice Chancellor of Communications and Strategic Initiatives
- iii. Dr. Rachel Solemsaas, Interim President of North Seattle College | Pg. 124
- iv. Dr. Cindy Riche, Associate Vice Chancellor and Chief Information Officer
- v. Kerry Howell, Vice Chancellor of Advancement
- vi. Dr. Sayumi Irey, Acting President of South Seattle College | Pg. 126
- vii. Jennifer Dixon, Vice Chancellor Human Resources
- viii. Dr. Bradley Lane, Interim President of Seattle Central College | Pg. 128
- ix. Julienne DeGeyter, Vice Chancellor of Finance and Operations

5:00 p.m. **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Thursday, March 14, 2024, at Seattle Central College in BE 1110/1111. There will be a Study Session at 2:00 p.m., and the Regular Meeting will follow at 2:30 p.m.

SBCTC 2025 Legislative Priorities Survey

February 1, 2024

This worksheet is designed to help you gather responses to SBCTC's survey before entering them online. This worksheet won't be collected by SBCTC.

Survey of College Legislative Priorities

State Board vision: Leading with racial equity, our colleges maximize student potential and transform lives within a culture of belonging that advances racial, social, and economic justice in service to our diverse communities.

*****

This survey should be completed by the leadership of each college by February 29, 2024. Your contributions will be valuable as our college system develops policy and operating budget requests for the 2025 legislative session. During the 2025 session, the Legislature will adopt the next two-year state budget, the 2025-27 biennial budget.

Chancellors and presidents should meet with their college trustees, senior staff, and cabinet members to discuss policy and budget issues facing their institutions. It is recommended that faculty and staff representation be included as well.

There are two important sections to this survey, please be as complete as possible.

The Seattle, Pierce, and Spokane districts should submit one survey on behalf of all the colleges within their districts.

Thank you.

*****

WORKSHEET

Survey of College Legislative Priorities

Section 1: Common Budget Requests

Below is a list of common budget requests from the system that have come from WACTC legislative and operating budget committees. Please indicate whether you consider these options to be of high, medium, or low importance.

These suggestions are only starting points. If your college is facing additional, or different, priorities not listed here, don't worry. After this section, you'll have a chance to add your college-specific priorities in section 2.

Provide competitive and fully funded **faculty and staff compensation** building upon the investment in the 2023-25 operating budget (100% state funding for COLAs).

- ☐ High priority
- ☐ Medium priority
- ☐ Low priority

Please explain the reason behind your ranking and how you would use new funding in this area.

.....

Provide services to students (i.e., mental health, food, housing, access to technology, emergency grants).

- ☐ High priority
- ☐ Medium priority
- ☐ Low priority

Please explain the reason behind your ranking and how you would use new funding in this area.

.....

Adequately support work to advance **racial, social and economic justice** in service to our diverse communities continuing the one-time DEI funding in the 2023-25 operating budget.

- ☐ High priority
- ☐ Medium priority
- ☐ Low priority

Please explain the reason behind your ranking and how you would use new funding in this area.

WORKSHEET

Increase support for adults/older learners and/or increase the number of people in **Basic Education for Adults and I-BEST** (programs that combine basic skills, English language, academics, and job skills training) and those students' transition to college-level courses.

- ☐ High priority
- ☐ Medium priority
- ☐ Low priority

Please explain the reason behind your ranking and how you would use new funding in this area.

.....

Expand workforce education programs to help fill skills gaps and to increase awards in high-demand professional-technical programs. (Job Skills Program, equipment, consumables).

- ☐ High priority
- ☐ Medium priority
- ☐ Low priority

Please explain the reason behind your ranking and how you would use new funding in this area.

.....

IT and Cybersecurity

- ☐ High priority
- ☐ Medium priority
- ☐ Low priority

Please explain the reason behind your ranking and how you would use new funding in this area.

WORKSHEET

Would you like to add additional priorities that aren't already mentioned in this section? If your answer is "yes," please use section 2. If your answer is "no," your survey is complete.

— End of section 1 —

Survey of College Legislative Priorities

Section 2: Additional recommendations

If your college's priorities are not included in section 1, or you would like to include additional priorities, please use this section. Note that they are ranked in order.

What is your college's #1 additional priority?

What is your college's #2 additional priority?

What is your college's #3 priority?

— End of section 2 —

Please use this comment box if you have any other feedback related to future budget or policy priorities.

Thank you for participating! As a next step, State Board staff will compile all the answers to these questions and send colleges a second questionnaire to further narrow down, and prioritize, systemwide requests for the 2025 legislative session. The results will be shared with State Board members for consideration.

— End of worksheet —

WORKSHEET

SEATTLE COLLEGES
North · Central · South

BOARD OF TRUSTEES

January 11, 2024
REGULAR MEETING MINUTES

SESSION	TIME	LOCATION (HYBRID)	
EXECUTIVE	1:00 p.m.	**Closed Session**	
STUDY	2:00 p.m.	**North Seattle College** North Star Dining Room 9600 College Way North Seattle, WA 98103	**Zoom** **URL:** zoom.us/j/92282008382 **Meeting ID:** 922 8200 8382 **Passcode:** 660223
REGULAR	2:30 p.m.		

TRUSTEE ATTENDANCE			
Teresita Batayola	Present	**Brian Surratt,** *Vice Chair*	Present
Louise Chernin, *Chair*	Present	**Rosa Peralta,** *Chair*	Present
Colleen Echohawk	Present		

LEADERSHIP ATTENDANCE			
Fatuma Mohamed Abdulahi	Present	**Bruce Marvin**	Present
Julienne DeGeyter	Present	**Quynh Nguyen**	Present
Jennifer Dixon	Present	**Earnest Phillips**	Absent
Johnny Dwyer	Absent	**Chayton Remle**	Absent
Diane Ellis	Absent	**Helena Ribeiro**	Present
D'Andre Fisher	Absent	**Cindy Riche**	Absent
Rachael Guenthner	Present	**Rosie Rimando-Chareunsap**	Present
Kerry Howell	Present	**Willow Schooler**	Present
Sayumi Irey	Present	**Rachel Solemsaas**	Present
Bradley Lane	Present	**Dawnelle Wilkie**	Absent

Minutes Recorded by: Ricky Goetz, Senior Executive Assistant to the Board of Trustees

SEATTLE COLLEGES
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BOARD OF TRUSTEES

January 11, 2024
REGULAR MEETING MINUTES

EXECUTIVE SESSION

1:00 p.m. AGENDA

A. Negotiations
   a. Exception (6) To plan or adopt the strategy or position to be taken during collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review proposals made in on-going negotiations or proceedings.

B. Litigation Update
   a. Exception (3) To discuss with legal counsel litigation or potential litigation to which the college is, or is like to become, a party, when public knowledge of the discussion would likely result in adverse consequence to the district;

C. Personnel
   a. Exception (2) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

STUDY SESSION

2:00 p.m. AGENDA

No study session was held on January 11, 2024.

REGULAR SESSION

2:30 p.m. PRELIMINARY MATTERS

A. Call to Order
Chair Rosa Peralta called the meeting to order at 2:32 p.m.

B. Land Acknowledgment Updates | D'Andre Fisher
Dr. Rachel Solemsaas provided an update on a discussion with Willard Bill Jr. and Elsie Bill, Coast Salish tribe members with Muckleshoot after being referred to us by our ASG President, Chayton Remle. The discussion covered several possibilities for strengthening our commitment as an indigenous service college. Dr. Solemsaas stated that Williard Bill Jr. is the son of the former Dean at NSC, Williard Bill Sr.

The possibilities discussed included naming and acknowledging our spaces (buildings, landscapes, flowers, trees, fauna, etc.) in the Lushootseed language. It was stated that they also discussed exploring language revitalization and Native American protocols with them.

C. Approval of Agenda
Motion 1: Trustee Teresita Batayola moved to approve the agenda with the amendment of moving the approval of tenure topic to action items; motion seconded; motion approved unanimously.

2:40 p.m. PUBLIC COMMENT

No public comments were provided.

2:55 p.m. HIGHLIGHT PRESENTATION

A. Climate Justice Across the Curriculum at the Seattle Colleges | Heather Price & Peter Lortz

Heather Price, Chemistry Faculty, and Peter Lortz, Vice President, provided an overview of climate justice across the curriculum at Seattle Colleges. Highlights from the presentation:

- 88% of students think it is important that their top 3 issues of concern are taught and integrated into their course.
- Climate justice is centered on taking action for a just transition to a sustainable future by recognizing the disproportionate effects of climate disruption on marginalized groups and future generations.
- It's not enough to teach students about the climate crisis and impacts. We must also teach the tools needed to address the problem.
- **Four components of a climate justice lesson:**
  - **Engage:** Climate Justice Case Study
  - **Connect:** Class Content, Skills
  - **Inspire:** Positive Story of Change
  - **Empower:** Civic/Community Engagement
- Trustee Louise Chernin asked that when students finish these classes, can we collect data on if students are using the information they learned in these lessons, and how they applied this knowledge post graduating.
- Chair Peralta asked how much it would cost to get this course at all Washington State Community and Technical Colleges. Peter stated the Washington State Board for Community and Technical Colleges requested $950,000 from the state to fund these courses across the state.

3:10 p.m. CONSENT AGENDA

Motion 2: Trustee Louise Chernin moved to approve the consent agenda; motion seconded; motion approved unanimously.

A. Minutes: December 14, 2023 – Regular Meeting

3:15 p.m. **ACTION ITEMS**

A. Approval of Tenure

Dr. Rimando-Chareunsap stated that there are three candidates for tenure recommend by their tenure committees. Dr. Rimando-Chareunsap met with each candidate and stated that she was impressed by their caliber of commitment and diverse expertise. Dr. Bradley Lane shared brief introductions of each candidate and their work backgrounds.

Seattle Central College:

- Tracy Cook | Healthcare & Human Services
- Joy Locke | Nursing
- Paul Verschueren | Science, Technology, Engineering, Math, & Business

Motion 3: Trustee Colleen Echohawk moved to award tenure to the faculty members in their respective disciplines as specifically indicated above; motion seconded; motion approved unanimously.

3:45 p.m. **INFORMATION ITEMS**

A. Fall 2023 Final Quarterly Enrollment Report | Dr. Bradley Lane

Dr. Lane stated that Compared to Fall 2022, our overall Fall 2023 districtwide enrollment increased **10%** percent.

The following table summarizes Total FTES for Fall 2023:

Total				
Campus	*Fall 2023*	*Fall 2022*	***Change***	
			#	%
District	12,482	11,387	1,095	10%
Central	4,855	4,404	451	10%
North	3,539	3,287	252	8%
South	4,089	3,696	393	11%

B. Update on Payroll Concerns | Jennifer Dixon

Jennifer Dixon, Vice Chancellor of Human Resources, provided the following update on payroll concerns.

Staffing

Final interviews will be held the second week of January for the newly added Human Resource Consultant 3 position that will focus on leave administration. This specialized take will be the subject matter expert for this very complicated work. From this pool of applicants, we are also reviewing and screening for any additional project employment positions to provide immediate release for current payroll staff and to provide improved services to our employees.

Processes
Human Resource staff are still working with our IT colleagues on a new system for onbase stipends. They are in the final stages of testing and will be training actual users in the next two to three weeks.

Support for Colleges and Supervisors
Human Resources provides a monthly training for supervisors. In November the training was devoted specifically to payroll and ctcLink. We are planning to provide this training again for employees and beginning in January will have a staff member dedicated to updating our other trainings. Additionally, we are developing a Frequently Asked Questions (FAQ) for payroll to post on inside.

Third Party Auditor
Seattle Colleges has reached out to firms that provide professional auditing services from the Department of Enterprise Services contracting and purchasing website. Currently, we have met with three firms and are obtaining quotes for their services.

Staffing Ratio Analysis
In October 2023 the Human Resource team conducted an analysis of staffing levels compared to five of the six largest community and technical colleges districts. The analysis assisted in the hiring of one additional classified employee per campus, with this additional employee on each campus the staffing ratio changed from 1.44 to 1.62 HR staff per 100 employees.

District	"HR" Staff	Employee Headcount (2021-2022)	"HR" Staff per 100 Employees
Spokane	31	1,436	2.16
Bellevue	26	1,115	2.33
Seattle (+3)	27	1,666	1.62
Seattle	24	1,663	1.44
Clark	21	858	2.45
Pierce	20	777	2.57
Green River	18	770	2.34

4:15 p.m. **ORAL REPORTS**

Section to provide any additional oral reports that were not included in any submitted written reports.

A. Student Representatives
- i. Chayton Remle - North
- ii. Fatimah Abdullahi - Central
- iii. Quynh Nguyen - South

B. Labor Representatives
- i. AFT Seattle Community Colleges
- ii. WFSE
- iii. AFT-SPS

C. Chancellor
- i. The president search for the three colleges opened in December and will remain open through the first week of March. Currently in the process of recruiting the search committee members and a logistics committee. The goal is to have the three permanent presidents hired by July 1, 2024.
- ii. Met today with the Department of Education and Early Learning, City of Seattle, that manages the 7-year levy that funds Seattle Promise to discuss preparations for the next levy.

D. Chair
- i. 2024 National Legislative Summit | February 4 – 7 | Washington D.C.
    - i. Three trustees, Chancellor, and the Interim North President will attend.

E. Trustees

F. Board Committees & Liaisons
- i. Finance Committee
- ii. Foundation Liaison
- iii. Legislative Liaison
    - i. Confirmed meeting with Senator Patty Murray.
    - ii. On January 23 will be Trustee Tuesday regarding legislative issues.
    - iii. Trustees have been sent a legislative survey.
    - iv. January 25 is the Hill Climb.
    - v. 2024 ACCT Leadership Congress | October 23 - 26, 2024
- iv. Strategic Planning Committee

G. College Presidents, Vice Chancellors, Associate Vice Chancellors
- i. Dr. Rachel Solemsaas, Interim President of North Seattle College
- ii. Kerry Howell, Vice Chancellor of Advancement
- iii. Dr. Cindy Riche, Associate Vice Chancellor and Chief Information Officer
- iv. Jennifer Dixon, Vice Chancellor Human Resources
- v. Earnest Phillips, Associate Vice Chancellor of Communications and Strategic Initiatives
- vi. Julienne DeGeyter, Vice Chancellor of Finance and Operations
- vii. Dr. Bradley Lane, Interim President of Seattle Central College
- viii. D'Andre Fisher, Associate Vice Chancellor of Equity, Diversity, Inclusion and Community
- ix. Dr. Sayumi Irey, Acting President of South Seattle College

5:00 p.m.	ADJOURNMENT

Chair Peralta adjourned the meeting at 4:09 p.m.

The next regular meeting of the Board of Trustees will be held on Thursday, February 8, 2024, at South Seattle College in Cascade Hall room 107. There will be a Study Session at 2:00 p.m., and the Regular Meeting will follow at 2:30 p.m.

SEATTLE COLLEGES
North · Central · South

ACTION ITEM | BOARD OF TRUSTEES

Date Submitted	Presenter	Position
02/05/24	Lincoln B Ferris	Special Assistant to the Chancellor

Meeting Date	Topic
2/8/24	Sale of land at North Seattle College for Affordable Housing

Background Information (include if applicable: funding, fiscal impact)

Background - In September, 2020, North Seattle College ("College") issued an RFI soliciting letters of interest from non-profit real estate developers to develop a parcel of the College's land on the campus ("Development Parcel") for affordable housing ("Project"). In January, 2021, the College requested Seattle Colleges Board' approval to enter into an Exclusive Negotiating Agreement with Bellwether Housing, a Washington nonprofit corporation ("Bellwether") and Chief Seattle Club, a Washington public benefit nonprofit corporation ("Chief Seattle Club" and together with Bellwether, the "Developer") to develop the Development Parcel. Pursuing the Project required the approval of SBCTC, which authorized the project in March 2021 subject to the conditions of Resolution 21-03-10; SBCTC was updated on the subsequent negotiations and passed Resolution 22-08-44 on August 23, 2022 (Appendix B), revising the conditions for their approval of a ground lease, one of which was the approval of the negotiated ground lease by the Seattle Colleges District VI Board of Trustees.

Update - Over the spring and summer of 2023, it became apparent that the College's retention of an interest in the Development Parcel would conflict with certain terms and conditions required to secure Developer's financing of the Project. In response, the parties have pivoted from a ground lease to an out-right transfer of the Development Parcel to the Developer. Such a transfer is authorized under RCW 28B.50.090(15), which authorizes the SBCTC to sell CTC surplus property, and RCW 39.33.015, which authorizes the transfer of surplus property to private developers for purposes of developing affordable housing. As with the original ground lease proposal, the College will receive a newly constructed 5,757 square foot (sf) cold core and shell space inside the affordable housing complex ("College Unit") as partial consideration for the sale of the Development Parcel.

Requested Action - The College now asks the Board for its approval of (i) a Purchase and Sale Agreement which provides for the sale of the Development Parcel to the Developer for purposes of developing the Project and (ii) an Option Agreement and Purchase and Sale Agreement for purposes of the acquisition by the College from the Developer of the College Unit upon completion of the College Unit. Unlike the ground lease, the Purchase and Sale Agreement presented today contains the complete agreement between the parties and will not be subject to later modification or adjustment to satisfy conditions imposed by investors prior to closing, as was the case with the ground lease. Further Developer is prepared to fully compensate the College for the fair market value of the Development Parcel at the time of closing. Unlike the original ground lease plan, the closing is not contingent upon Developer securing project construction funding commitments.

Rationale for Board Action

Sale of the property is for the purpose of creating a public benefit through the creation of affordable housing on land deemed surplus to the needs of North Seattle College.

Chancellor's Recommended Motion

Be it hereby resolved that the Board of Trustees of Seattle Colleges District VI approve of and recommend to the State Board of Community and Technical Colleges the sale of land consisting of approximately 98,990 square feet, legally described on the attached Exhibit A-1, to the Developer.

The sale of this property is for the purpose of creating affordable housing. The State Board has the authority to transfer title for that purpose under RCW 39.33.015.

Attachments (presentations, supplemental documents, reports, resolutions)

(●) Yes ( ) No

OPTION AGREEMENT AND PURCHASE AND SALE AGREEMENT

THIS OPTION AGREEMENT AND PURCHASE AND SALE AGREEMENT ("**Agreement**") is dated February ___, 2024 ("**Effective Date**") and is entered into by State of Washington, acting through the State Board of Community and Technical Colleges ("**College**") and Bellwether Housing, a Washington nonprofit corporation and Chief Seattle Club, a Washington public benefit nonprofit corporation (collectively, "**Developer**").

RECITALS:

A. College, as seller, and Developer, as buyer, have entered into that certain Real Estate Purchase and Sale Agreement, dated of even date herewith ("**Purchase Agreement**"), pursuant to which College has agreed to convey to Developer or its permitted assigns certain real property described therein ("**Property**").

B. Following closing on the Property in accordance with the terms of the Purchase Agreement, Developer intends to develop a mixed use condominium project consisting of commercial space and residential dwelling units ("**Project**").

C. The Project will include a commercial condominium of approximately 5,700 square feet located on the ground floor of the Project ("**College Unit**") as depicted on the conceptual plan attached as Exhibit A-1 to this Agreement. Upon completion of the Condo Documents (defined below) the Parties shall have sufficient information to identify with particularity the "**College Unit**" and shall attach the legal description for the College Unit as Exhibit A-2 to this Agreement.

D. College desires to acquire an option pursuant to which College or its assigned designee may purchase the College Unit on the terms and conditions herein stated. Developer has agreed to grant College an exclusive option to purchase the College Unit.

AGREEMENT

Therefore, in consideration of the foregoing Recitals, which are incorporated into the agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and College (each, individually, a "**Party**," and collectively, the "**Parties**") agree as follows:

1. DELIVERIES.

(i) **CONCEPTUAL PLAN**. The College hereby approves the conceptual plan of the College Unit attached hereto as Exhibit A-1 (the "**Conceptual Plan**").

(ii) **CONDOMINIUM DOCUMENTS**. Within sixty (60) days following the expiration of the Feasibility Period under the Purchase Agreement, Developer shall provide College with a draft Condominium Declaration for the Project (the "**Condo Declaration**").

(iii) **PROJECT DESIGN DOCUMENTS**. Upon request from College from time to time, Developer agrees to provide College with Developer's then most current design documents with respect to the Project generally and the College Unit specifically (collectively, "**Draft Design Documents**"). Notwithstanding the foregoing, no less than twenty (20) Business Days prior to 100% Schematic Design Development budget estimate issuance ("**100% SD Issuance**"), Developer will provide College with copies of its then most current Draft Design Documents. No later than ten (10) Business Days prior to the 100% SD Issuance, College may provide Developer feedback on the Draft Design Documents; provided, however that any modifications to the Draft Design Documents shall be at the sole discretion of Developer. Developer agrees to attend in person (or video conference) meetings with College to discuss College's feedback to the Draft Design Documents. Developer shall provide College with the 50% Design Documents (the "**Project Design Documents**"). With respect to the College Unit, the Project Design Documents shall be consistent with and not materially deviate from the Conceptual Plans without the prior consent of College.

(iv) **SURVEY MAP AND PLANS**. Prior to Closing, Developer shall provide College with a Map for the Project prepared in accordance with RCW 64.90.245 ("**Survey Map and Plans**" and together with the Condo Declaration, the "**Condo Documents**") showing, at a minimum, the location and dimension of the College Unit.

(v) **COLLEGE UNIT**. With the Conceptual Plan and upon completion of the Condo Documents in accordance with Section (ii) above, the parties shall have sufficient information to identify with particularity the "College Unit" and shall amend Exhibit A-2 of this Agreement to identify the College Unit.

2. GRANT OF OPTION. Developer, in consideration of the sums paid or to be paid to Developer by College in accordance with Section 3 of this Agreement, grants to College the sole and exclusive option to purchase the College Unit (the "**Option**") in the manner and for the price stated in this Agreement.

3. OPTION TERMS.

(i) **Term**. The term of the Option shall commence on the Effective Date and shall expire on that date which is thirty (30) days following College's receipt of the Condo Declaration (the "**Term**").

(ii) **Exercise of Option**. The Option shall be exercised, if at all, by written notice (the "**Exercise Notice**") given by College to Developer at any time during the Term, which notice shall state that College has elected to exercise the Option. The Option may be exercised only with respect to the entirety of the College Unit, and nothing contained herein shall be construed as permitting College to purchase less than all of the College Unit. Upon exercise of the Option, College shall be obligated to purchase the College Unit from Developer, and Developer shall be obliged to sell the College Unit to College, for the College Unit Price and in accordance with the terms and conditions set forth in this Agreement.

(iii) **Failure to Exercise Option**. If College fails for any reason (other than Developer' breach or default of this Agreement) to timely exercise the Option in the manner required under this Agreement, College shall have no further claim against or interest in the College Unit. In the event of the failure to exercise the Option resulting in the termination thereof, upon written request from Developer, College shall provide Developer with a recordable quitclaim releasing College's Option rights with respect to the College Unit under this Agreement.

(iv) **Termination of Agreement**. Notwithstanding anything herein to the contrary, College may, in its sole discretion, at any time up to ten (10) business days after the College's receipt of the Project Design Documents, terminate this Agreement upon written notice to Developer ("**Termination Notice**"). In the event of College's termination of this Agreement, upon written request from Developer, College shall provide Developer with a recordable quitclaim releasing College's Option rights with respect to the College Unit under this Agreement

4. OPTION MONEY PAYMENT; EARNEST MONEY.

(i) **Option Money Payment**. On or before the Effective Date, College shall pay Developer the cash sum of $100.00 ("**Option Money Payment**"). Such Option Money Payment shall be deemed immediately earned by Developer and shall be nonrefundable to College except as expressly provided in this Agreement, provided that the payment shall be credited against the College Unit Price at Closing (as those terms are defined below).

(ii) **Earnest Money**. Upon closing of the transactions contemplated under the Purchase Agreement, College shall deposit with First American Title Insurance Company, 920 Fifth Avenue, Suite 1250, Seattle, WA 98104, Attn: Amanda Johnson (the "**Title Company**") One Hundred Fifty Five Thousand One Hundred Eighty Four Dollars and Eighty Six Cents ($155,184.86) by cashier's check or wire transfer ("**Earnest Money**").

(vi) **Disposition of Earnest Money**. The Title Company shall hold and apply or dispose of the Earnest Money as provided in this Agreement. All amounts representing the Earnest Money shall be placed in an interest-bearing account and all interest accrued thereon shall increase and become a part of the Earnest Money. All interest accruing on the Earnest Money shall for income tax purposes be reported to the FEIN number of College. The Earnest Money shall be nonrefundable except as expressly provided herein and shall be credited against the College Unit Price at Closing.

(vii) **Memorandum**. College and Developer shall execute and cause to be recorded of a memorandum of this Agreement in the form attached as Exhibit B (the "**Memorandum**") within five (5) days of the Effective Date.

5. BUDGET; PURCHASE PRICE. College and Developer acknowledge that the College Unit is being constructed pursuant to that development budget agreed to by both College and Developer attached hereto as Exhibit C (the "**Initial Construction Budget**"). College shall work proactively and collaboratively with the Developer to keep the College Unit's allocated

share of construction costs within the Initial Construction Budget. The Initial Construction Budget includes both a hard cost and soft cost contingency. Developer shall provide College with copies of all construction change directives, proposed change orders or final change orders that increase or decrease the cost of the College Unit. No consent of College shall be required for change orders that do not exceed available contingency and that do not increase the Initial Construction Budget. If unanticipated cost increases occur that would increase the Initial Construction Budget, the College shall work collaboratively with the Developer to identify value engineering changes to keep construction costs within the Initial Construction Budget. College shall respond to a request for approval of proposed increase to the Initial Construction Budget within ten (10) Business Days of receipt so as not to delay the orderly progression of the construction of the Project. If College disapproves a proposed increase to the Initial Construction Budget, Developer shall have ten (10) Business Days of receipt of College's written notice of disapproval to respond with a revised proposal to College. College shall respond to a revised request for approval of proposed increase to the Budget within ten (10) Business Days of receipt thereof. Failure of College to respond in writing to a proposed change within the specified time period shall be deemed disapproval by College of the proposed change. If College and Developer cannot agree on a proposed change, then such dispute shall be resolved by the Project architect, in consultation with the College and Developer. Any change order for the College Unit requested by College shall be deemed approved by the College.

The Purchase Price for the College Unit is based on a prorata allocation of the applicable development costs for the Project. College and Developer agree that the Purchase Price (as defined below) paid by College is intended to include the total development costs of the College Unit in Cold Shell Condition (as defined below), determined as set forth in the Initial Construction Budget, as adjusted herein, which includes a pro rata allocation of the design and other soft costs, fees, loan fees and interest, construction costs and other typical costs associated with construction and completion of commercial improvements. Notwithstanding the foregoing, the Initial Construction Budget shall not be increased to include any new items or features which are for the primary benefit of the residential component of the Project.

As of the date of this Agreement, the Initial Construction Budget currently includes a total cost of $2,734,754 for construction of the College Unit. Additionally, the "land cost" of the College Unit equals $368,943.27 ("**Land Cost**" and together with the Initial Construction Budget, the "**Initial Purchase Price**"). Prior to closing of financing for the Project, the Initial Construction Budget shall be revised based on the guaranteed maximum price under the Developer's construction contract for construction of the Project, subject to the approval of the College. The Initial Construction Budget, together with increases or reductions as set forth herein (such amount shall be referred to herein as the "**Final Construction Cost**"), plus the Land Cost, shall be referred to herein as the "**Purchase Price**" or "**College Unit Price**". Notwithstanding anything to the contrary contained herein, the Purchase Price shall not exceed $3,377,172.27 ($3,008,229.00 plus Land Cost). If the Purchase Price exceeds $3,377,172.27, College shall have the right, in its sole discretion, to terminate this Agreement, and receive the return in full of the Earnest Money, by providing written notice to Developer within thirty (30) days following College's receipt of Developer determination of the Purchase Price.

6. **ADJUSTMENTS TO PURCHASE PRICE**. Developer's Budget with respect to the Project ("**Project Budget**") allocates hard and soft costs related to the construction of the

Project between the College Unit and the portion of the Project containing the housing-related improvements (the "**Housing Unit**"). The Purchase Price for the College Unit is the sum of four components: (1) direct development and construction costs that are solely attributable to the College Unit, (2) shared costs based on definable criteria, i.e. area or usage, (3) shared costs that are based on the relative square footage of the College Unit and the Housing Unit or on the relative size of the Property area, as set forth in the Budget and (4) the Land Cost. The relative square footage allocation among the units is currently estimated to be 97% to the Housing Unit and 3% to the College Unit (the "**Relative Square Footage Allocation Methodology**"). College and Developer acknowledge and agree that any change orders not related solely to either the Housing Unit or the College Unit or increases in soft costs not related solely to either the Housing Unit or the College Unit shall be allocated based on, if feasible, a definable criteria, i.e. area or usage, and if not otherwise allocable, based on the Relative Square Footage Allocation Methodology. College and Developer acknowledge and agree that the Project Budget may be revised if actual costs exceed budgeted costs.

Cost increases that increase the Project Budget and that are allocable solely to the College Unit, shared based on a definable criteria or shared based on the Relative Square Footage Allocation Methodology shall increase the Purchase Price as provided above.

At least fourteen (14) days prior to Closing, Developer shall deliver to College (i) a Project Budget reconciliation with actual expenditures to date for each Project Budget line item for the College Unit and (ii) a calculation of the Purchase Price.

7. CLOSING. Developer shall give written notice to College thirty (30) days prior to the estimated date of Substantial Completion (as defined below). Provided that College has exercised the Option and has not otherwise terminated the Agreement, closing ("**Closing**") of the transaction contemplated by this Agreement shall occur on the date that is thirty (30) days after Substantial Completion (the "**Closing Date**"). For purposes of this section, "Substantial Completion" shall mean that date on which Developer has received a temporary certificate of occupancy for the Project other than the College Unit.

8. CONDITION OF COLLEGE UNIT AT CLOSING. Developer shall deliver the College Unit in Cold Shell Condition (as defined below) and in accordance with the Project Design Documents. For purposes of this Agreement, the term "**Cold Shell Condition**" shall mean the condition of the College Unit in accordance with the specifications set forth in Exhibit D attached hereto and constructed in accordance with the Project Design Documents. The College shall provide Developer with sufficient detail with respect to its Tenant Improvements and Interior Drawings on a timely basis for design and construction of the College Unit in Cold Shell Condition.

Developer's construction contract with the Project general contractor (the "**Construction Contract**") shall include warranties by the general contractor against defects in materials and workmanship for period of at least one (1) year from substantial completion of the Project, which warranties shall at a minimum provide that (a) materials and equipment furnished under the Construction Contract will be of good quality and new unless the Construction Contract or associated contract documents require or permit otherwise, (b) the work under the Construction

Contract will conform to the requirements of the Construction Contract or associated contract documents, and (c) the work under the Construction Contract will be free from defects, except for those inherent in the quality of the work the Construction Contract or associated contract documents require or permit. The College shall be named as a third party beneficiary of the warranties under the Construction Contract with respect to the College Unit in Cold Shell Condition.

Developer shall also cause the College to be named as a third party beneficiary under the architect's agreement for the Project with respect to the College Unit.

9. TENANT IMPROVEMENTS.

(i) College shall retain a licensed architect acceptable to Developer to prepare plans and specifications for College's tenant improvements ("**Tenant Improvements**") to the College Unit (the "**Interior Drawings**"). Developer shall cooperate with College in connection with the preparation of the Interior Drawings and shall provide College's architect with such information as may be necessary in order for College's architect to prepare the Interior Drawings. Developer shall have ten (10) Business Days after receiving the Interior Drawings to approve the Interior Drawings, or disapprove them and provide College with its comments. If Developer disapproves the Interior Drawings, College shall have ten (10) Business Days (or such reasonable additional time as may be necessary as agreed to by the parties) after receiving Developer' comments to cause College's architect to revise and resubmit the Interior Drawings to Developer. Developer shall have five (5) Business Days after receiving the revised Interior Drawings to either approve the revised Interior Drawings, or disapprove the revised Interior Drawings and provide College with its comments. The process outlined in the preceding two sentences shall be repeated until Developer and College have mutually agreed on the Interior Drawings.

(ii) College shall cause the Tenant Improvements to be constructed in accordance with the approved Interior Drawings by a contractor reasonably acceptable to Developer. College shall be solely responsible for all costs related to the design, permitting and construction of the Tenant Improvements. College shall keep the Project free and clear of all liens and encumbrances arising or growing out of its use and occupancy of the College Unit. If any lien is filed against the Project in connection with the Tenant Improvements as a result of the action or inaction of College or its employees, agents or contractors, College shall within thirty (30) days of Developer' written demand therefor discharge such lien by payment or post a bond sufficient in amount to cause the lien to be removed of record or insured over. College's obligations under this Section 9(ii) shall survive Closing.

10. CONDITION OF TITLE.

(iii) College may, in its sole discretion, obtain a title insurance commitment ("**Title Commitment**") issued by the Title Company showing Developer' title to the College Unit to be good and indefeasible, and to be accompanied by correct and legible copies of all items and documents referred to therein or constituting exceptions thereunder. The Title Commitment shall be issued following recording of the Condo Documents.

(iv) In the event that any exceptions appear in the Title Commitment that are unacceptable to College, then College shall, within thirty (30) days from receipt of the Title Commitment ("**Review Period**"), notify Developer in writing of such facts and reasons therefore ("**Objection Notice**"). Notwithstanding the foregoing, in no event shall College be entitled to object to the following which shall be deemed to be Permitted Exceptions: (x) the Condo Documents, (y) any exceptions existing as of the date Developer acquired the Property under the Purchase Agreement, and (z) any customary construction or utility easements entered into by Developer in connection with the construction of the Project. Upon the expiration of the Review Period, unless an Objection Notice is timely made, College shall be deemed to have accepted the form and substance of the Title Commitment. Developer may, within five (5) days after receipt of the Objection Notice ("**Response Period**") deliver to College written notice ("**Developer' Cure Notice**") stating which of the items identified by College in the Objection Notice ("**Objections**") Developer will endeavor to cure prior to the Date of Closing, and which Objections Developer cannot, or does not intend to, cure. Notwithstanding the foregoing, Developer agrees to remove as exceptions to title (a) all delinquent taxes, sewer capacity charges and assessments and interest and penalties thereon, if any, (b) all other monetary liens and encumbrances affecting the College Unit caused by Developer, such as mortgages, deeds of trust and mechanic's liens and (c) any affordability covenants, if any, but not including any affordability covenant granted in favor of the College. The items referenced in (a), (b) and (c) above shall be referred to as "**Monetary Liens**". Notwithstanding anything to the contrary contained herein, and for the sake of clarity, at Closing, Developer shall convey fee simple title to the College Unit to College free and clear of any Monetary Liens. If Developer has not provided a Developer' Cure Notice during the Response Period, Developer shall be deemed to have given notice that it does not intend to cure any of College's Objections other than those set forth in (a) and (b) in the previous sentence. If Developer shall not have elected, or is deemed not to have elected, to cause all Objections to be cured, removed or insured against to the satisfaction of College prior to Closing, College may terminate this Agreement by written notice to Developer within fifteen (15) days after the end of the Response Period, after which the parties shall have no further rights or obligations hereunder. If by the date of Closing, Developer has not cured to College's satisfaction all Objections which Developer has in Developer' Cure Notice undertaken to cure, College may terminate this Agreement by written notice to Developer on the date of Closing and the Option Money Payment, the Earnest Money (and any interest accrued thereon) shall be returned to the College after which the parties shall have no further rights or obligations hereunder. The exceptions that are shown on the Title Commitment to which College does not object (not including Monetary Liens) or to which College has waived objection in accordance with the foregoing, are referred herein to as the "**Permitted Exceptions**". For avoidance of doubt, a general exception for mechanic's liens on any standard or extended owner's policy of title insurance insuring the College shall be deemed a Permitted Exception.

(v) Notwithstanding anything in this Agreement to the contrary, Developer shall retain, and College shall not assume, or in any way be liable or responsible for, any obligations or liabilities of Developer relating to the College Unit or any improvements, fixtures, or equipment thereon arising prior to the date of Closing except to the extent expressly assumed by College pursuant to the terms of this Agreement, or relating to the College Unit whatsoever, whether fixed, contingent or otherwise, and whether known or unknown.

(vi) At Closing, the Condo Documents shall be in substantially the same form and content as agreed between the parties pursuant to Section 1 above unless otherwise agreed to in writing by College.

11. CASUALTY; CONDEMNATION. If prior to Closing (i) the College Unit shall be destroyed or materially damaged by fire or other casualty or taken or condemned by any public or quasi-public authority under the power of eminent domain, and (ii) Developer notifies College in writing that Developer will not restore the College Unit, this Agreement at the option of College shall become null and void and the Option Money Payment, the Earnest Money (and any interest accrued thereon) shall be immediately returned to College. If College does not elect to terminate this Agreement, then this Agreement shall continue in force and, if College exercises the Option and the College Unit is conveyed to College, then all interest of Developer in and to any insurance proceeds or condemnation awards that may be payable to Developer on account of such casualty or condemnation shall be assigned to College at Closing.

12. CLOSING OBLIGATIONS. On or before Closing, Developer and College shall deposit the following documents and funds in escrow, and the Title Company shall close escrow in accordance with the instructions of Developer and College.

(i) Developer shall deposit the following:

(a) An executed and notarized bargain and sale deed conveying the College Unit to College, subject only to the Permitted Exceptions (the "**Deed**");

(b) An executed affidavit certifying that Developer is not a foreign person, trust, partnership, or corporation in compliance with the requirements of Section 1445 of the Internal Revenue Code, as amended;

(c) Such documents as College or the Title Company may reasonably require to evidence the authority of Developer to consummate this transaction and to issue the Title Policy, including an invoice for the Closing Amount and any other sums due from College at Closing as reflected on the closing settlement statements prepared by the Title Company and approved by Developer and College; and

(d) Such other documents and funds, including (without limitation) escrow instructions, as are reasonably required of Developer to close the sale in accordance with this Agreement.

(ii) College shall deposit the following:

(a) The cash payment equal to the College Unit Price.

(b) Such documents as Developer or the Title Company may reasonably require to evidence the authority of College to consummate the transaction contemplated; and

(c) Such other documents and funds, including (without limitation) escrow instructions, as are reasonably required of College to close the sale and purchase of the College Unit in accordance with this Agreement.

(iii) College's obligation to consummate Closing shall be contingent upon the fulfillment of the following conditions precedent:

(a) The College Unit has been completed in Cold Shell Condition in substantial conformance with the Plans and Specifications, as the same may be modified with the written approval of the College pursuant to this Agreement; and

(b) The College is named as a third party beneficiary to the (i) Construction Contract and (ii) the Developer's architect's contract for the Project, with the right to enforce the terms of such contracts as they relate to the College Unit, including, without limitation the right to enforce warranties relating to the College Unit in the condition and with the improvements as provided for under such agreements, all in form reasonably approved by the College.

13. CLOSING COSTS AND PRORATION. Subject to the below, Developer and College shall each pay one-half of any escrow fee charged by Title Company. Developer shall pay the real estate excise tax and for revenue stamps. College shall pay the cost of any recording fees including the cost of recording the Deed, but not including the costs of recording any instruments necessary to remove any encumbrances from the College Unit, which shall be the obligation of Developer. Taxes for the current year, insurance acceptable to the College, rents, interest, mortgage reserves, and utilities, shall be pro-rated as of Closing. The premium attributable to standard coverage title insurance shall be the obligation of Developer and the premium attributable to extended coverage title insurance shall be the obligation of College.

14. POSSESSION. On the date of Closing, Developer shall deliver to College possession of the College Unit free and clear of any tenants or leases or rights of possession in favor of third parties.

15. DEVELOPER REPRESENTATIONS AND WARRANTIES. Developer represents and warrants to College the following both as of the Effective Date (except as provided below) and again as of the date of Closing:

(i) As of Closing, it has good and marketable title to the College Unit and the power and authority to sell the College Unit to College without the prior consent of any third parties. Developer has not received notice that the College Unit is subject to any pending or threatened judicial or regulatory order or ordinance or zoning restriction, condemnation or other eminent domain proceeding, or historic preservation designation, and Developer has no knowledge of the likelihood thereof.

(ii) Developer is duly organized, validly existing, and in good standing under the laws of the State of Washington and has full power and authority to execute, deliver, and perform its obligations under this Agreement and all instruments required to be delivered by Developer hereunder. All requisite authorizing action has been taken by Developer in connection with the execution and delivery of this Agreement and the consummation of this transaction. This Agreement is a valid obligation binding upon Developer in accordance with its terms.

(iii) As of Closing, to the knowledge of Developer, there is no litigation, arbitration, or administrative hearing pending before any governmental authority that concerns or affects the College Unit and, to the knowledge of Developer, no such proceeding is threatened.

(iv) Developer is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

(v) The execution, delivery, and performance of this Agreement by Developer will not conflict with or breach any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Developer is bound or subject.

(vi) No consents, documents, or approvals that have not been obtained are necessary to the effectiveness of this Agreement.

(vii) As of Closing, there are no lease agreements, maintenance contracts, service agreements, or other contracts of any nature entered into by Developer that pertain to, cover, or affect the College Unit or any part of it which would survive Closing other than the Permitted Exceptions.

(viii) As of Closing, to the knowledge of Developer, there is no contamination by hazardous substances on, in, or under the College Unit in violation of or which would be required to be further investigated, cleaned up or remediated under applicable environmental laws.

Prior to Closing, Developer agrees to notify the College immediately, in writing, if Developer discovers that any representation or warranty, though believed to be true when made, is, in fact, not true, or if facts and circumstances underlying Developer' representations or warranties, though true when made, have changed. After receipt of such written notification, College may either (a) terminate this Agreement, in which event the Parties will have no further obligation under this Agreement except as otherwise provided in this Agreement; or (b) waive such matter.

Upon Closing, Developer shall assign to the College any warranties obtained from the general contractor constructing the Project to the extent such warranties apply to the College Unit.

Developer' representations and warranties shall survive the Closing for a period of one (1) year and shall not merge into the Deed.

16. COLLEGE WARRANTIES AND REPRESENTATIONS; WAIVERS.

(i) College represents and warrants to Developer as follows: (a) College has full power and authority to execute, deliver, and perform its obligations under this Agreement and all instruments required to be delivered by College hereunder; (b) all requisite authorizing action has been taken by College in connection with the execution and delivery of this Agreement and the consummation of this transaction; and (c) this Agreement is a valid obligation binding upon College in accordance with its terms.

(ii) College and Developer agree and acknowledge that the College Unit constitutes "a unit restricted to nonresidential uses" as defined in RCW 64.90.600(2)(h). In light of that restriction, College and Developer agree that nothing in Article 4 of the RCW 64.90 will apply to this sale or to the College Unit. Therefore, College will not receive any Public Offering Statement for the condominium. College waives any right to receive a Public Offering Statement and will have no rights to cancel this Agreement or receive damages under RCW 64.90.635. Furthermore, in light of that restriction, College will not be entitled to any implied warranties under RCW 64.90.670 and College waives the provisions of RCW 64.90.645 requiring escrow of deposits. College also waives any right to receive any disclosures pursuant to RCW Ch. 64.06. Developer makes no warranties, express or implied, as to the real property underlying the condominium, the Property or the construction of the Project, except as set forth in this Agreement and makes no express warranties of quality, suitability, fitness or merchantability relating to the Property, the Project, the construction of the condominium or the College Unit. Developer excludes and disclaims any warranty of fitness or merchantability, and any warranty which might otherwise be implied by RCW 64.90.665 and 64.90.670 of the Washington Uniform Common Interest Ownership Act or other law.

(iii) EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER DEVELOPER NOR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS HAS MADE AND IS NOT NOW MAKING, AND COLLEGE HAS NOT RELIED UPON AND WILL NOT RELY UPON (DIRECTLY OR INDIRECTLY), ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO (A) MATTERS OF TITLE (OTHER THAN DEVELOPER'S LIMITED WARRANTY OF TITLE SET FORTH IN THE DEED), (B) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (C) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, WATER PERCOLATION, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (D) WHETHER, AND TO THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (E) DRAINAGE, (F) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL

ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (G) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (H) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (I) USAGES OF ADJOINING PROJECTS, (J) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (K) THE VALUE, COMPLIANCE WITH THE PLANS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTIONS, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, (L) ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, (M) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROJECT, (N) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, DISABILITY LAWS (INCLUDING AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT), CODES OR OTHER SIMILAR LAWS, (O) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (P) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY, (Q) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (R) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROJECT, (S) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROJECT FOR ANY PARTICULAR PURPOSE (COLLEGE AFFIRMING THAT COLLEGE HAS NOT RELIED ON THE SKILL OR JUDGMENT OF DEVELOPER OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT DEVELOPER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE) OR (T) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS). EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF DEVELOPER IN THIS AGREEMENT, COLLEGE FURTHER ACKNOWLEDGES THAT ANY INFORMATION OF ANY TYPE WHICH COLLEGE HAS RECEIVED OR MAY RECEIVE FROM DEVELOPER OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL REPORTS AND SURVEYS, IS FURNISHED ON THE EXPRESS CONDITION THAT COLLEGE SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF SUCH INFORMATION, ALL SUCH INFORMATION BEING FURNISHED WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

COLLEGE REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED COLLEGE OF REAL ESTATE AND EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER CONTAINED WITHIN THIS AGREEMENT, THAT IT HAS RELIED AND SHALL RELY SOLELY UPON (A) ITS OWN EXPERTISE AND THAT OF COLLEGE'S CONSULTANTS IN PURCHASING THE PROPERTY, AND (B) COLLEGE'S OWN KNOWLEDGE OF THE PROPERTY BASED ON ITS INVESTIGATIONS AND INSPECTIONS OF THE

PROPERTY. COLLEGE HAS CONDUCTED, OR BY THE CLOSING WILL CONDUCT, SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS COLLEGE DEEMED OR SHALL DEEM NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY AND SHALL RELY UPON SAME. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, UPON CLOSING, COLLEGE SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY COLLEGE'S INSPECTIONS AND INVESTIGATIONS. COLLEGE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF DEVELOPER IN THIS AGREEMENT, UPON CLOSING DEVELOPER SHALL SELL AND CONVEY TO COLLEGE AND COLLEGE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS (LATENT AND APPARENT). EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF DEVELOPER IN THIS AGREEMENT AND IN ANY CONVEYANCING DOCUMENTS, COLLEGE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS BY DEVELOPER OR ANY AGENT, EMPLOYEE OR CONTRACTOR OF DEVELOPER OR ANY THIRD PARTY. DEVELOPER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY DEVELOPER.

17. BREACH; REMEDIES.

(i) If Developer breaches any term or provision of this Agreement, and regardless of whether the breach occurs before or after College notifies Developer of the exercise of the Option, which breach materially and adversely affects College, then College, as its exclusive remedy and in lieu of any other relief, may deliver notice of such breach to Developer, and if Developer fails to cure such breach within ten (10) days after its receipt of such notice (or if such breach cannot reasonably be cured within 10 days, then if Developer fails to commence to cure such breach within such 10-day period and thereafter prosecute the cure to completion within 30 days from Developer' receipt of College's initial notice of breach), College shall be entitled to (a) terminate this Agreement and receive the return of all sums paid to Developer in consideration of this Agreement, including the Option Money Payment and the Earnest Money (including any interest earned thereon), or (b) bring suit to specifically enforce the obligations of Developer under this Agreement, provided that no such action for specific performance shall require Developer to (i) change the condition of the College Unit or restore the College Unit after any fire or other casualty or condemnation, or (ii) secure any permit, approval, or consent with respect to the College Unit or Developer' conveyance of the College Unit. In no event shall Developer be liable to College for any damages, including, without limitation, punitive, special, consequential, and/or lost profits damages. Further, in no event shall anything contained in this Section 17(i) be interpreted to limit or relieve Developer from any indemnity obligations under this Agreement.

(ii) If College breaches any term or provision of this Agreement, and regardless of whether the breach occurs before or after College notifies Developer of the exercise of the Option, which breach materially and adversely affects Developer, then Developer, as its

exclusive remedy and in lieu of any other relief, may deliver notice of such breach to College, and if College fails to cure such breach within ten (10) days after its receipt of such notice (or if such breach cannot reasonably be cured within 10 days, then if Developer fails to commence to cure such breach within such 10-day period and thereafter prosecute the cure to completion within 30 days from Developer' receipt of College's initial notice of breach), Developer, as its sole remedy, shall be entitled to terminate this Agreement and retain the Option Payment, the Earnest Money and any other sums paid by College under Agreement and bring a suit for any unpaid amounts due and payable under this Agreement. In no event shall College be liable to Developer for any punitive, special, consequential, and/or lost profits damages. **THE AMOUNT PAID TO AND RETAINED BY DEVELOPER AS LIQUIDATED DAMAGES PURSUANT TO THIS SECTION 17(ii) SHALL BE DEVELOPER' SOLE AND EXCLUSIVE REMEDY IF COLLEGE FAILS TO CLOSE THE PURCHASE OF THE COLLEGE UNIT. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT DEVELOPER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY COLLEGE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE AMOUNT OF THE EARNEST MONEY AND ANY INTEREST ACCRUED THEREON REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO DEVELOPER.**

(iii) The limitations on remedies set forth in this Section shall not apply to any cause of action accruing after Closing or preclude either party from seeking or obtaining injunctive relief or from seeking recovery against the other under any contractual indemnity set forth herein or for causing physical or environmental damage or bodily injury.

18. RESERVED.

19. NOTICE. All notices under this Agreement shall be in writing and signed by the transmitting Party or its counsel. Notices may be (i) delivered personally, (ii) delivered by a recognized national overnight delivery service, or (iii) mailed by certified United States mail, postage prepaid and return receipt requested. Notices to any Party shall be directed to the address set forth below, or to such other or additional address as any Party may specify by notice to the other Party. Any notice delivered in accordance with this Section shall be deemed given (a) in the case of personal delivery, on the date of delivery, (b) in the case of any notice delivered by a recognized national overnight delivery service, on the date of delivery or first attempted delivery, or (c) in the case of any notice mailed by certified U.S. mail, two (2) Business Days after deposit therein.

Address for Notices:

Developer: Bellwether Housing
433 Minor Ave. N.
Seattle, WA 98109
Attn: Chief Executive Officer

Email: sboyd@bellwetherhousing.org

and

Chief Seattle Club
410 2nd Ave. Ext. S.
Seattle, WA 98104
Attn: Executive Director
Email: Derrick@chiefseattleclub.org

w/copy to: Kantor Taylor PC
1200 Fifth Avenue, Suite 1910
Seattle, Washington 98101
Attn: Andrea Sato
Email: asato@kantortaylor.com

College: _____
_____
_____

w/copy to : Pacifica Law Group LLP
1191 Second Avenue, Suite 200
Seattle, WA 98101
Attn : John De Lanoy
Email : john.delanoy@pacificalawgroup.com

20. BROKERS. College and Developer hereby represent and warrant to each other that, such party had not engaged a broker and no broker's commission or finder's fee is payable with regard to the transaction contemplated by this Agreement.

21. CONSTRUCTION FINANCING. Developer shall obtain a construction loan from a national bank or other reputable financial institution acceptable to Developer in its discretion (the "**Construction Lender**") for funding construction of the Project on terms and conditions acceptable to Developer in its discretion (the "**Construction Loan**"). If College has exercised the Option, Developer shall cause the Construction Loan to provide for release of the College Unit from the Construction Lender's lien at the time of Closing. If requested by the Construction Lender, College shall execute such documents as may reasonably be requested by the Construction Lender to confirm that if Construction Lender or a third party acquires the Property through foreclosure or a deed in lieu of foreclosure, then, notwithstanding anything to the contrary in this Agreement, Construction Lender or other third party acquiring the Property shall have no obligation to complete construction of the Project or the College Unit.

22. ATTORNEY'S FEES; GOVERNING LAW; WAIVER OF JURY TRIAL

(i) In the event of litigation or if this Agreement is otherwise placed with an attorney for action, then the prevailing party shall be awarded all reasonable attorney's fees, litigation costs and expenses, title report fees and other expenses incident to enforcement of rights hereunder. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

(ii) EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, INCLUDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER AND AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

23. AMENDMENT. This Agreement may not be amended or modified in any respect whatsoever except by instrument in writing signed by the parties hereto.

24. GENERAL PROVISIONS.

(i) Time is of the essence of this Agreement.

(ii) There are no verbal or other agreements which modify or affect this agreement. THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING BETWEEN THE DEVELOPER AND COLLEGE AND SUPERSEDES ALL PRIOR NEGOTIATIONS, DISCUSSIONS, WRITINGS AND AGREEMENTS BETWEEN THEM.

(iii) If College or Developer is a corporation, partnership, trust, estate, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind the College and Developer.

(iv) Unless otherwise specified, in computing any period of time described herein, the day of the act or event on which the designated period of time begins to run shall not be included and the last day of the period so computed shall be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the next day which is not a Saturday, Sunday or a legal holiday. "Business Day" shall be defined as Monday through Friday of a given week, unless such any such day is a legal holiday in the City of Seattle.

(v) No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver of any other provision constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(vi) This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document. A portable document format

(PDF) or DocuSign signature on this Agreement shall be equivalent to, and have the same force and effect as, an original signature.

(vii) The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereto. No party shall be entitled to assign its rights or delegate its obligations hereunder without the other parties prior written consent, provided however, that (a) College shall have the right to assign this Agreement on written notice to Developer, but without the prior written consent of Developer, to an affiliate of College and (b) Developer shall have the right to assign this Agreement on written notice to College, but without the prior written consent of College, to a partnership, corporation or limited liability company controlled by or under common control with Developer. In the event that College shall assign its rights or delegate its obligations hereunder, such assignment shall not relieve College of its obligations hereunder.

(viii) Developer and College each have been represented by separate legal counsel of choice with respect to this transaction. Each Party shall be responsible for all attorney fees incurred by it with respect to this Agreement.

(ix) This Agreement is made and entered into for the sole protection and legal benefit of the Parties on the terms and conditions set forth in this Agreement, and no other person or entity shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

(x) None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(xi) If a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, Developer and College intend that (l) that portion of this Agreement be enforced to the extent permitted by Law, and (2) the balance of this Agreement remain in full force and effect.

(xii) All provisions of this Agreement having to do with indemnification, liens, remedies, notices, attorneys' fees, and brokerage commissions shall survive any termination of this Agreement.

25. CONFIDENTIALITY. Prior to Closing, College and Developer agree to keep confidential any proprietary information disclosed to them by the other party during the course of this transaction, except to the extent that: (a) such information is known to such other party when received or is or subsequently becomes lawfully obtainable from other sources; (b) the duty as to confidentiality and non-use is waived by the party disclosing such information; or (c) disclosure of such information is ordered by a governmental authority, required under law or necessary for Developer to obtain the financing of the Project.

Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that the College is a state agency subject to Chapter 42.56 RCW, Washington State's Public Records

Act. Any materials Developer deems to be confidential or proprietary pursuant to this agreement must be clearly identified as such by Developer. To the extent consistent with RCW 42.56, College shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Developer's confidential or proprietary information, College will notify Developer of the request and the date that such records will be released to the requester unless Developer obtains a court order enjoining that disclosure. If Developer fails to obtain a court order enjoining disclosure, College will release the requested information on the date specified.

[Signatures Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the Effective Date.

Developer:

BELLWETHER HOUSING,
a Washington nonprofit corporation

By: _____
Susan Boyd, Chief Executive Officer

CHIEF SEATTLE CLUB,
a Washington public benefit nonprofit corporation

By:_____
Derrick Belgarde, Executive Director

College:

STATE OF WASHINGTON, acting through the
State Board of Community and Technical Colleges

By: _____
Name: _____
Title: _____

Exhibit A-1

Conceptual Plan

[attached]

Exhibit A-2

Insert legal description of the College Unit

Exhibit B

Memorandum

After Recorded, Return To:

_____
_____
_____

MEMORANDUM OF OPTION AGREEMENT AND PURCHASE AND SALE AGREEMENT

_____ ("**Developer**") and _____ ("**College**") have entered into an Option Agreement and Agreement of Purchase and Sale dated _____ (the "**Option Agreement**"), wherein Developer has granted to College the sole and exclusive option to purchase the College Unit (as defined in the Option Agreement) to be constructed on the real property described on Exhibit A.

This Memorandum is being executed and recorded in the Official Records of King County, Washington, in order to give notice of the provisions of the Option Agreement and shall not be deemed or construed to define, limit or modify the Option Agreement in any manner.

Executed as of_____, 2023.

Developer:

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20___, personally appeared _____, proven to me to be the _____ of _____, and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned therein.

Before me:

_____

Notary Public in and for the State of Washington
My Commission Expires: _____

[Signatures and acknowledgments continue on following page]

College:

_____

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20___, personally appeared _____, proven to me to be the _____ of _____, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned therein.

Before me:

_____

Notary Public in and for the State of Washington
My Commission Expires: _____

Exhibit C

College Unit Budget

Project Development Budget	192	192	-	-	
NSC	192	192	-	-	
Building GROSS SF	194,683	188,926	0	0	5,757
Building GROSS SF %		0.97			0.030
Site GROSS SF %		0.90			0.097
	Grand Total	**Housing**	**-**	**-**	**NSC WS**
Acquisition Costs	**6,745,721**	**6,743,291**	**-**	**-**	**2,430**
Land	6,720,721	6,720,721	-	-	
Existing Structures		-	-	-	-
Acquisition Closing (Legal, Financing, Closing)	25,000	22,570	-	-	2,430
Acquisition Due Diligence		-	-	-	-
Acquisition -- Carrying costs		-	-	-	-
Other (holding costs?)		-	-	-	-
Excise Tax	-	-	-	-	-
Construction	**########**	**66,576,269**	**-**	**-**	**2,411,627**
Demo		-	-	-	-
New Buildings	50,458,455	48,966,341	-	-	1,492,115
New Construction Contingency (BWH)	2,522,923	2,448,317	-	-	74,606
Rehabilitation		-	-	-	-
Rehab Contingency	-	-	-	-	-
Site Work / Infrastructure (utilities, detention,	4,824,461	4,355,508	-	-	468,953
Off site Infrastructure	851,376	768,619	-	-	82,756
Environmental Abatement (Building)		-	-	-	-
Environmental Abatement (Land)	15,000	13,542	-	-	1,458
Sales Tax	6,136,052	5,954,602	-	-	181,450
Payment & Performance Bond	-	-	-	-	-
Equipment and Furnishings (FF&E)	450,000	450,000	-	-	-
Commercial Tenant Improvements					-
Other Pre-Con Services:	-	-	-	-	-
Other (Escalation/GC Contingency)	3,729,629	3,619,340	-	-	110,289
Other Construction Costs: Misc Owner Services		-	-	-	-
Soft Costs	**12,832,215**	**12,672,733**	**-**	**-**	**159,481**
Appraisal	5,000	4,852	-	-	148
Market Study	10,000	10,000	-	-	-
Architect	3,109,600	3,017,646	-	-	91,954
Engineering (under owner)	1,126,850	1,093,528	-	-	33,322
Environmental Assessment	20,000	19,409	-	-	591
Geotech	50,000	48,521	-	-	1,479
Boundary & Topographic Survey	54,000	52,403	-	-	1,597
Legal Real Estate	60,000	58,226	-	-	1,774
Developer Fee - Cash	2,674,742	2,674,742	-	-	
Developer Fee - Deferred	5,000,000	5,000,000	-	-	
Other CM Fee	285,000	285,000	-	-	-
Other Consultants	205,000	198,938	-	-	6,062
Other (Misc. & Soft Cost Contingency)	232,023	209,469	-	-	22,553
Construction Financing	**6,178,867**	**6,077,047**	**-**	**-**	**101,820**
Construction Loan Origination Fees	328,277	318,569	-	-	9,708
Construction Loan Expenses (Appraisal, 3rd P	108,800	105,583	-	-	3,217
Legal - Construction Loan (Borrower)	30,000	29,113	-	-	887
Construction Period Interest - BASIS ELIGIBL	2,976,152	2,888,144	-	-	88,008
Lease-up Period Interest - EXPENSED	2,735,638	2,735,638	-	-	-
Other Development Costs	**2,254,071**	**2,194,675**	**-**	**-**	**59,396**
Real Estate Tax		-	-	-	-
Insurance - Builders Risk / Liability Insurance	550,000	533,736	-	-	16,264
Tenant Relocation		-	-	-	-
Permits, Fees & Hookups	1,377,572	1,336,836	-	-	40,736
Impact/Mitigation Fees		-	-	-	-
Development Period Utilities	5,000	4,852	-	-	148
Nonprofit Donation	50,000	48,521	-	-	1,479
Accounting/Audit/Fed taxes	26,000	25,231	-	-	769
Marketing Expenses	15,000	15,000	-	-	-
Carrying Costs at Rent up/ Lease Up Reserve	230,499	230,499	-	-	-
Total Development Cost	**########**	**96,338,332**	**-**	**-**	**2,734,754**

Exhibit D

Cold Shell Specifications

A. Developer' Work. The following is a description of the improvements to the College Unit which shall be provided by the Developer ("**Developer' Work**"):

1. Structure.

(a) Shell: Developer shall complete the building shell including an enclosed storefront in accordance with Developer' architectural drawings for the Project.

(b) Floor: Developer shall provide a concrete slab floor, trawled smooth, to receive College's floor covering.

(c) Penetrations: Any required penetrations must (i) be clearly shown on College's plans and specifications, (ii) approved by Developer, and (iii) performed by Developer' contractor at College's sole cost and expense.

(d) Walls: Walls shall consist of gypsum board on wood or metal studding with joints taped and sanded. Developer shall provide all demising partitions. R-value to meet City of Seattle energy codes.

(e) Ceiling: Thirteen foot (13') floor to floor height to conform to City of Seattle requirements for single story non-residential retail space. All ceilings to be exposed (underside of floor deck above) will be left as cast concrete with no architectural finish or exposed structural steel and metal deck with fire-proofing.

2. Electrical.

(a) College shall be required to submit all the necessary information as to its electrical power needs to Developer concurrent with their feedback on the 100% SD Issuance. Developer shall, thereafter, provide for College's individual meter, service line and panel in the demised College Unit. Panel size shall be 200 amps.

(b) Developer shall provide wall mounted electrical outlets (fed from the College's panel) per City of Seattle code.

(c) Developer shall provide conduit, "J" box, and wiring for the College's exterior building mounted sign. (Sign Circuit).

(d) Developer shall provide telephone service to the electrical, mechanical, or telephone room for the building. College shall be responsible for distribution and hook-up of all lines and equipment beyond that point.

3. Plumbing.

(a) Developer shall provide rough in water and sewer connections for toilet facilities per applicable Seattle code. College shall provide Developer's design consultants design documents in BIM for document coordination and full construction

documents completed for GMP bid along with remainder of the building to accommodate plumbing rough ins.

(b) Developer shall provide rough in water and sewer connections for a kitchen and darkroom.

4. Mechanical. Developer shall provide standard efficiency split system with a single outdoor grade related air-source heat pump unit to meet code providing one (1) ton of heating and air-conditioning facilities per two hundred fifty (250) square feet, equipped with up to five (5) independently operated zones. Thermostats can be stubbed to a central location for monitoring, however each system is independently controlled. Each zone will be provided ventilation via an ERV unit with direct vent to the exterior. Should College require additional HVAC beyond 1 ton per 250 square feet, College shall be responsible for the additional cost.

5. Fire Protection Systems.

(a) Developer shall provide a wet fire sprinkler system providing required coverage for Shell and Core meeting all applicable building and fire code requirements. College shall provide Developer's design consultants design documents in BIM for document coordination and full construction documents completed for GMP bid along with remainder of the building to confirm coverage.

(b) Fire alarm system-smoke detectors as required by code for unoccupied space tied into central alarm system.

6. Windows and Doors. Standard retail exterior glazing systems.

B. College's Work. Other than Developer' Work, College shall be responsible for completing and doing all other work to the College Unit ("**College's Work**") including, but not limited to, the following:

1. College will provide and install floor covering.

2. College will provide and install any interior partition walls.

3. College will furnish and install all painting and wall finishing.

4. College will furnish and install all light fixtures and control switches.

5. Other than the HVAC units and thermostats provided by Developer, College shall provide and install all HVAC ductwork and fixtures within the College Unit.

6. College shall provide and install any required plumbing and fixtures, an exhaust system and light fixtures for the toilet rooms in conformance with applicable building codes.

7. If College elects to install an additional toilet room it shall be required to construct and complete an exhaust system and separate incandescent light including "J" box, conduit and wiring at its sole cost and expense and in conformance with applicable building codes.

8. College shall be responsible for the complete fabrication and installation of its sign in accordance with Project sign criteria.

9. College shall complete its electrical system.

10. Data, telephones, music system, security devices, if required, shall be provided by College.

11. College shall furnish and install all fixtures and equipment necessary to open for business.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into as the ___ day of February, 2024 (the "**Effective Date**") by and between State of Washington, acting through the State Board of Community and Technical Colleges [NTD: Confirm.] ("**Seller**") and Bellwether Housing, a Washington nonprofit corporation and Chief Seattle Club, a Washington public benefit nonprofit corporation (collectively, "**Buyer**").

RECITALS:

A. Seller selected Buyer as developer of a mixed used project consisting of approximately 200 dwelling units, ranging in size from studios to 3-bedroom units and up to 60 parking stalls (the "**Affordable Housing Project**" or "**Affordable Housing**"). Buyer will also construct an approximately 5,700 gross square feet community center in shell condition which will be acquired by the College ("**Community Center Project**" or "**Community Center**") to provide education, leadership, and cultural experiences for Native American, Alaska Native, and First Nations and other students and the broader campus community. The Affordable Housing Project and the Community Center Project are collectively referred to herein as the "**Project**".

B. The operation of a portion of the Project as affordable rental housing is expected (i) to enhance the surrounding community, (ii) to assist Seller in attracting and retaining a talented workforce, (iii) to contribute to the goals of Seller to encourage its workforce to commute to work by walking, biking and transit and thereby reduce the number of single-occupancy vehicle trips in the transportation corridors that serve the College's campus and (iv) will support the enrollment of more diverse students of all ages and backgrounds at the College and strengthen advocacy and community partnerships.

C. In furtherance of Buyer's mission and Seller's desire to have the Project developed on the Property, Seller and Buyer are entering into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, that certain real property located at [_____], Seattle, Washington, consisting of approximately 98,990 square feet, legally described on the attached Exhibit A-1 and depicted on Exhibit A-2 together with (i) all buildings and improvements constructed or located thereon, and (ii) all easements and rights benefiting or appurtenant thereto (collectively the "**Property**"). Seller is not conveying any personal property to Buyer.

2. Purchase Price and Manner of Payment. The total purchase price ("**Purchase Price**") to be paid for the Property shall be $7,089,664.00 and shall be payable as follows:

(a) Deposit. Within five (5) days after the Effective Date, Buyer shall deposit with First American Title Insurance Company, 920 Fifth Avenue, Suite 1250, Seattle, WA 98104, Attn: Amanda Johnson (the "**Title Company**"): (i) Ten Thousand Dollars ($10,000) ("**Deposit**").

All amounts representing the Deposit that are deposited by Buyer with the Title Company shall be placed in an interest-bearing account and all interest accrued thereon shall increase and become a part of the Deposit. All interest accruing on the Deposit shall for income tax purposes be reported to the FEIN number of Buyer. Upon Buyer's delivery of the Feasibility Notice (as defined below), the entire Deposit shall be nonrefundable except as expressly provided herein and shall be credited against the Purchase Price at Closing.

(b) Cash at Closing. On the Closing Date, Buyer shall deliver to the Title Company cash in an amount of the balance of the Purchase Price plus the costs, expenses and prorations required to be paid by Buyer hereunder.

(c) Memorandum of Purchase Agreement. Within ten (10) days following the Buyer's waiver of Buyer's feasibility contingency as set forth in Section 3(e), Seller and Buyer shall enter into a Memorandum of Purchase Agreement substantially in accordance with Exhibit B and cause such Memorandum to be recorded against the Property.

3. Feasibility.

(a) Feasibility Period. Commencing as of the Effective Date and continuing through that date ("**Feasibility Date**") which is ninety (90) days following the Effective Date ("**Feasibility Period**"), Buyer shall have the right to conduct such studies and investigations as Buyer may require in order to determine the condition, use, development or suitability of the Property for Buyer's intended purposes, including, but not limited to, financial and market feasibility and the physical condition of the Property. Buyer shall be satisfied with the results of its inspection of the Property and all physical, legal, and economic aspects of owning, developing, and operating the Property on or before the expiration of the Feasibility Period. Buyer shall have the continued right to enter the Property and conduct inspections and testing as provided in this Section 3 following Buyer's issuance of the Feasibility Notice.

(b) Costs and Expenses. Buyer shall pay all costs and expenses of such investigation and testing.

(c) Access; Insurance; Indemnity. Seller hereby grants to Buyer and its agents and employees a license to enter upon the Property at all reasonable times for the purpose of conducting feasibility studies and physical examinations of the Property. Buyer shall notify Seller by email of its intention or the intention of its authorized agents or representatives to enter upon the Property at least twenty-four (24) hours prior to such intended entry. Buyer shall not conduct any invasive testing without Seller's prior consent, which shall not be unreasonably withheld or delayed. Seller shall be deemed to have consented to any proposed invasive testing unless Seller notifies Buyer of the basis for Seller's disapproval within forty-eight (48) hours after Seller's receipt of Buyer's request for approval. At Seller's option, Seller may be present for any inspections, tests or studies. Buyer shall bear the cost of all such inspections, tests and studies. In conducting any inspections, tests or studies, Buyer and its authorized agents and representatives shall (a) not interfere with the operation, use and maintenance of the Property, (b) not damage any part of the Property, (c) not injure or otherwise cause bodily harm to Seller or any of its agents, contractors and employees, or other third party, (d) promptly pay when due the cost of all inspections, tests or studies, (e) not permit any liens to attach to the Property by reason of the

exercise of the rights under this Section, (f) fully restore the Property to the condition in which the same was found before any such inspections, tests or studies were undertaken to the extent that that change in condition was caused by Buyer's inspection activities, and (g) not conduct any invasive testing without the prior consent of Seller, which consent may be withheld in Seller's reasonable discretion. Prior to any such entry by Buyer on the Property, Buyer shall obtain and maintain the following insurance coverages with respect to any loss, damage or injury which may occur as a result of Buyer's entry upon the Property: (i) workers' compensation insurance as required by law; and (ii) commercial general liability insurance written on an occurrence basis, with aggregate limits and per occurrence limits of at least One Million Dollars ($1,000,000.00). In addition, Buyer hereby agrees to indemnify, protect, defend and hold Seller, and its trustees, beneficiaries and heirs, and the Property free and harmless from and against any and all damages, claims, losses, liabilities, causes of action, proceedings, costs and expenses of any kind whatsoever (including, without limitation, reasonable attorneys' fees and fees of expert witnesses) arising from any such activities of Buyer, its agents and employees upon or about the Property; provided, however, the foregoing indemnity shall not extend to liability arising from (1) the acts or omissions of Seller or its agents, or (2) any preexisting physical conditions on the Property (including Buyer's discovery of same) except to the extent exacerbated by Buyer.

(d) Environmental Assessment. Buyer may, in its discretion and its sole cost and expense, obtain a current ASTM Phase I environmental site assessment (the "**Phase I**") for the Property, performed by an environmental consultant (the "**Environmental Consultant**") acceptable to and for the benefit of and reliance on by Buyer. If the Phase I recommends that a Phase II environmental site assessment (the "**Phase II**") be prepared or Buyer determines that a Phase II is necessary and desirable, then Buyer may, in its discretion, elect to perform a Phase II by giving written notice to Seller provided that any invasive testing shall be subject to Seller's consent as provided above.

(e) Feasibility Notice. Following Buyer's investigations in accordance with this Section 3, if Buyer, in its sole discretion, decides to proceed with the purchase of the Property, then Buyer will so notify Seller in writing (the "**Feasibility Notice**") on or before the Feasibility Date at which time the entire Deposit will become nonrefundable except as otherwise provided herein. If Buyer in its sole discretion decides that it will not proceed with the purchase of the Property, Buyer may on or before the Feasibility Date terminate this Agreement by written notice to Seller, in which case the Deposit shall be refunded to Buyer. If Buyer fails to issue the Feasibility Notice by the Feasibility Date, then Buyer will be deemed to have notified Seller on the Feasibility Date that Buyer is terminating this Agreement.

(f) Termination. If Buyer fails to close escrow for any reason other than a breach or default by Seller or terminates this Agreement in accordance with the terms hereof, Buyer shall, at no out of pocket cost or expense to Buyer, assign to Seller, subject to the rights of all third parties and to the extent assignable by Buyer, without representation or warranty, any and all of Buyer's rights, title and interest to all applications, permits, nonrefundable application fees paid, and, to the extent completed as of the date this Agreement is terminated (*i.e.*, Buyer shall not be required to incur any cost or expense to complete any studies, reports, surveys, etc.), third party studies, reports, surveys, analyses, environmental site assessments, agreements, maps and photographs and other documents for the Property (including the Project Approvals) in Buyer's possession, custody or control. Buyer and Seller shall execute an Assignment and

Assumption of such rights in a written agreement reasonably acceptable to the Seller and Buyer, provided that Buyer shall pay the costs of all fees and expenses incurred by Buyer prior to termination and Seller shall assume all obligations under any such agreements assigned to Seller (or elect not to receive an assignment of such agreement) to the extent accruing on or after the date of assignment. Not later than ten (10) business days after termination, Buyer shall deliver to Seller originals or, if originals are not available, true copies of the foregoing in Buyer's possession.

4. Project Approvals. Seller authorizes Buyer to apply for and to obtain, at Buyer's expense, all permits, approvals and similar items which, in the exercise of Buyer's reasonable judgment, may be necessary for Buyer's development of the Property including, without limitation, a master use permit issued by the City of Seattle (collectively, the "**Project Approvals**"). Notwithstanding the foregoing, Buyer shall not cause any change in zoning without the prior written consent of Seller nor shall Seller be obligated to enter into any easements or agreements with respect to the development of the Property prior to Closing. Upon Buyer's request, Seller will execute and deliver to Buyer a letter of authority in the form of attached Exhibit C. Additionally, Seller agrees to cooperate fully with Buyer, without expense to Seller, to enable Buyer to apply for and obtain all Project Approvals. Seller will, within two (2) business days of a request by Buyer, execute all documents required for the developmental approval process, including appointing Buyer as its nominee to obtain such permits and approvals, and Seller will appear at public hearings, city staff meetings or other meetings related to the approval of Buyer's applications as may be reasonably requested by Buyer. Buyer shall deliver to Seller a copy of all applications and other submittals to all governmental authorities in connection with Buyer's pursuit of the Project Approvals concurrent with the submittal or receipt of same, as the case may be.

5. Title Examination.

(a) Title Commitment; Survey. Within ten (10) days following the Effective Date, Seller shall obtain a preliminary title commitment ("**Title Commitment**") for an ALTA Form 2006 Owner's Policy of Title Insurance insuring title to the Property in the amount of the Purchase Price, issued by the Title Company, together with legible copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property. Buyer may, in its discretion and its sole cost and expense, obtain a current, ALTA/ACSM as-built survey of the Property prepared by a registered land surveyor in form acceptable to Buyer (the "**Survey**").

(b) Objections; Seller's Response. On or before the date that is thirty (30) days after Buyer's receipt of the Title Commitment, Buyer shall review title to the Property as disclosed by the Title Commitment and Survey (if any) and notify Seller of any objectionable matters (the "**Objections**"). Within fifteen (15) days after receipt of the Objections, Seller shall advise Buyer which Objections, if any, that Seller will remedy on or before Closing. Unless Seller expressly agrees to remedy an Objection within such 15-day period, Seller shall be deemed to have advised Buyer that Seller will not remedy such Objection. Notwithstanding anything herein to the contrary, the Property shall be conveyed free and clear of monetary liens, security interests, and claims of liens or security interests (other than the lien for non-delinquent taxes), and Seller shall remove at Closing (i) all such liens and security interests and (ii) any exceptions to title that arise after the effective date of the initial Title Commitment delivered to Buyer.

(c) Permitted Exceptions. If Seller advises Buyer that Seller will not remedy an Objection or if Seller fails to remedy an Objection which Seller has agreed to remedy as of Closing, then, Buyer will have the option to do any of the following: (i) terminate this Agreement and receive a refund of the Deposit; or (ii) waive the Objection and proceed to close, in which case such matters shall be deemed Permitted Exceptions. The term "**Permitted Exceptions**" means those specific exceptions in the Title Commitment other than those that Seller is required or has agreed to remove.

6. Closing.

(a) Closing Date. The closing of the purchase and sale contemplated by this Agreement (the "**Closing**") shall occur on the date that is thirty (30) days after satisfaction or waiver of all of Buyer's Conditions (defined below) or such earlier date as is mutually agreeable to Buyer and Seller (the "**Closing Date**") but in no event later than that date which is December 31, 2026 ("**Outside Closing Date**"). The Closing shall take place at the office of the Title Company. Seller agrees to deliver possession of the Property to Buyer on the Closing Date free and clear of all tenants and parties in possession. Buyer shall notify Seller three (3) months prior to the anticipated Closing Date as reasonably determined by Buyer.

7. Conditions to Closing.

(a) Buyer's Conditions. Notwithstanding anything herein to the contrary, Buyer's obligation to complete Closing is conditioned upon the satisfaction (or Buyer's written waiver) on or prior to the Closing Date of all of the following conditions (collectively, "**Buyer's Conditions**"):

(i) Seller's Representations and Warranties. The representations and warranties of Seller herein contained, with such updates and changes as are herein expressly required, shall be true and correct in all material respects.

(ii) Seller's Performance. Seller shall have performed in all material respects all of Seller's covenants, agreements and obligations required by this Agreement to be performed at or prior to Closing.

(iii) Condition of Title. At Closing, the Property shall not be subject to any title exceptions or encumbrances other than the Permitted Exceptions.

(iv) Legal Lot. The Property shall be created as a Legal Lot (as defined below) in accordance with Section 7(b)(iii).

(v) Remediation. Seller shall have remediated and removed any Hazardous Materials (as defined below) from the northeast portion of the Property

(b) Seller's Conditions. Notwithstanding anything herein to the contrary, Seller's obligation to complete Closing is conditioned upon the satisfaction (or Seller's written waiver) on or prior to the Closing Date of all of the following conditions (collectively, "**Seller's Conditions**"):

(i) Buyer's Representations and Warranties. The representations and warranties of Buyer herein contained, with such updates and changes as are herein expressly required, shall be true and correct in all material respects.

(ii) Buyer's Performance. Buyer shall have performed in all material respects all of Buyer's covenants, agreements and obligations required by this Agreement to be performed at or prior to Closing.

(iii) Legal Lot. Seller shall cause the Property to be created, either through one or more of a short plat, binding site plan, or boundary line adjustment, as a separate unit of land which complies with all requirements of state and local law to be considered a legal lot capable of being separately conveyed ("**Legal Lot**"). In furtherance of the foregoing, Seller shall use commercially reasonable efforts to create the Legal Lot by the Closing Date. Notwithstanding anything to the contrary contained herein, Seller shall have the unilateral right to extend the Closing Date for two (2) three (3) month periods in order to complete the Legal Lot which shall, if applicable, extend the Outside Closing Date.

(c) Failure of Buyer's Conditions. If at the time of Closing any of Buyer's Conditions shall not have been satisfied in any material respect by the Outside Closing Date (as the same may be extended), then (unless such lack of satisfaction has been caused by Seller's default in which case the provisions of Section 17 shall apply) Buyer shall have the right (as Buyer's exclusive right and remedy) either (i) to proceed with Closing without any adjustment in the Purchase Price, in which case Buyer shall be deemed to have waived all unsatisfied Buyer's Conditions, or (ii) to terminate this Agreement by giving Seller notice on or before the Closing Date and neither party shall have any further rights, duties, liabilities or obligations under this Agreement, except as otherwise expressly set forth herein. In the event the conditions precedent set forth in Section 7(a)(i), (ii), (iii), (iv) or (v) are not met, following such termination Buyer shall receive the return of the Deposit.

(d) Failure of Seller's Conditions. If at the time of Closing any of Seller's Conditions shall not have been satisfied in any material respect by the Outside Closing Date (as the same may be extended), then Seller shall have the right to terminate this Agreement by giving Buyer notice on or before the Closing Date and neither party shall have any further rights, duties, liabilities or obligations under this Agreement, except as otherwise expressly set forth herein, and in such event the Deposit shall be retained by Seller (but only in the event the conditions precedent set forth in Section 7(b)(i) and (ii) have not been met). In the event that the condition precedent set forth in Section 7(b)(iii) has not been met, then following such termination by Seller, the Deposit shall be returned to Buyer.

8. Closing Documents.

(a) Seller's Closing Documents. On the Closing Date, Seller shall execute and deliver to Buyer the following, all in form and content reasonably satisfactory to Buyer:

(i) Deed. A Bargain and Sale Deed in the form attached hereto as Exhibit D conveying title to the Property to Buyer subject to the Permitted Exceptions (the "**Deed**") executed by Seller and acknowledged.

(ii) Excise Tax Affidavit. A counterpart of a real estate excise tax affidavit in the form required by the Washington Department of Revenue.

(iii) FIRPTA. A certification from Seller as required by the Foreign Investors Real Property Tax Act, as amended, in the form attached hereto as Exhibit E.

(iv) Electric Utility Easement. Seller shall grant Buyer an easement sufficient to provide permanent power service to the Property at the 3-phase service provided by Seattle City Light to the Seller's adjacent property.

(v) Access and Utility Easement. Seller shall grant Buyer the non-exclusive right to use the sidewalks, drive aisles and driveways on Seller's adjacent property for (a) ingress and egress to and from the Property and (b) installation, maintenance, repair or reconstruction of utilities serving the Property. The foregoing easement shall provide that Seller shall maintain the sidewalks, drive aisles and driveways on Seller's adjacent property in good condition and shall allow for unimpeded access to and from the Property, provided, however, Buyer shall be solely responsible for any damage cause by Buyer, its agents or invitees.

(vi) Temporary Construction Easement. Seller shall grant Buyer a temporary construction easement, including an easement for passage of a crane boom through Seller's unimproved airspace, a construction access easement and a construction staging easement in form and content substantially similar to the form attached hereto as Exhibit I.

(vii) Other Documents. All other documents reasonably determined by Seller or the Title Company to be necessary to effectuate the transfer the Property to Buyer.

(b) Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following:

(i) Purchase Price. Funds representing the Purchase Price, by wire transfer.

(ii) Excise Tax Affidavit. A counterpart of a real estate excise tax affidavit in the form required by the Washington Department of Revenue.

(iii) IRS Form. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

(iv) Covenant. A covenant complying with RCW 39.33.015 in form and content substantially similar to Exhibit G.

(v) Other Documents. All other documents reasonably determined by Buyer or the Title Company to be necessary to effectuate the transfer the Property to Buyer.

9. Closing Costs and Prorations.

(a) Seller's Closing Costs. Seller shall pay the following costs on or before Closing: (i) the portion of the title insurance premium for Buyer's title policy attributable to the cost of standard coverage in the amount of the Purchase Price; (ii) to the extent applicable, all real estate excise tax payable in connection with the transfer of the Property; and (iii) one-half (1/2) of the escrow fees and any recording fees for recording the Deed or removing any encumbrances that are not Permitted Exceptions. At Seller's option, the foregoing costs may be paid out of proceeds due Seller upon Closing.

(b) Buyer's Closing Costs. Buyer shall pay the following costs at Closing: (i) the portion of the title insurance premium attributable to extended coverage and any endorsements requested by Buyer; and (ii) the remaining one-half (1/2) of the escrow fees and any recording fees for documents recorded by Buyer.

(c) Prorations. Unless otherwise provided below, the following are to be adjusted and prorated between Seller and Buyer as of 12:01 A.M., Pacific Time, on the Closing Date, based upon a 365-day year, and the net amount thereof shall be added to (if such net amount is in Seller's favor) or deducted from (if such net amount is in Buyer's favor) the Purchase Price payable at Closing:

(i) Taxes. Real estate taxes, if any, unmetered water and sewer charges, if any, unmetered utility fees and charges, if any, periodic installments of payments due under assessments or improvement bonds, and metropolitan and special improvement district fees and charges (collectively "**Taxes**") shall be apportioned and prorated on the basis of the tax year in which the Closing Date occurs, whether or not payable in such tax year. If the Closing shall occur before the amount of any Taxes is fixed, the apportionment of such Taxes shall be upon the basis of the latest tax rate applied to the latest assessed valuation of the Property, subject to further and final adjustment when the applicable tax amount is fixed. Seller shall pay in full all of the aforesaid taxes, assessments, charges and fees for periods prior to the year in which the Closing occurs. In the event that the Property is assessed or taxed as part of a larger parcel, the tax for the Property shall be determined by multiplying the assessment and tax for said larger parcel by a fraction, the numerator of which shall be the land area contained in the Property and the denominator of which shall be the land area contained in said larger parcel.

(ii) Other Costs. All other operating costs of the Property shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of operating costs payable before the Closing Date, and Buyer pays that part of operating costs payable from and after the Closing Date.

(iii) Survival. The provisions of this Section 9(c) shall survive Closing or the termination of this Agreement.

10. Seller's Representations and Warranties.

(a) Seller hereby makes the following representations and warranties with respect to the Property all of which are true and accurate as of the date hereof and shall be true and

accurate as of the date of Closing and the truth and accuracy of which shall be a condition to Buyer's obligations hereunder.

(i) Seller has not (A) made a general assignment for the benefit of creditors, (B) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (C) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (D) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (E) admitted in writing its inability to pay its debts as they come due, or (F) made an offer of settlement, extension or composition to its creditors generally.

(ii) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**") and any related regulations.

(iii) This Agreement has been, and all documents executed by Seller which are to be delivered to Buyer at Closing will be, duly authorized, executed and delivered by Seller, and this Agreement does not and such other documents will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(iv) Seller has the power and authority to enter into this Agreement and all documents executed by Seller which are to be delivered to Buyer at Closing and to perform its obligations hereunder and thereunder.

(v) To the best of Seller's knowledge, Seller has received no written notice of any pending or threatened litigation or governmental proceeding (including, but not limited to any condemnation proceeding) with respect to the Property, or with respect to Seller which impairs Seller's ability to perform its obligations under this Agreement or will affect the Property after Closing, except for any personal injury or property damage action for which there is adequate insurance coverage and which has been disclosed to Buyer in the Due Diligence Materials.

(vi) To the best of Seller's knowledge, Seller has received no written notice from any governmental authority of any violation of any law applicable to the Property, including, without limitation, any Environmental Law that has not been corrected.

(vii) There are no leases, subleases, occupancies or tenancies or parties in possession of any part of the Property. Seller has not granted to any party any option, rights of first refusal, license or other similar agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein except as provided in this Agreement.

(viii) There are no pending or threatened claims which may or could ripen with the passage of time into a mechanic's lien upon the Property as the result of any contract, agreement or work performed on the Property by, or at the direction of, Seller.

(ix) To the best of Seller's knowledge without inquiry, and except as may otherwise be disclosed in the environmental reports provided by Seller to Buyer: (x) the Property is free from Hazardous Materials; (y) intentionally deleted; (z) during Seller's ownership, the Property has never been used for or in connection with the manufacture, refinement, treatment,

storage, generation, transport or hauling of any Hazardous Material (A) in excess of levels permitted by or (B) in violation of applicable Environmental Laws, nor has the Property been used for or in connection with the disposal of any Hazardous Materials; and (iv) the Property is now and at all times has been in compliance with all Environmental Laws. As used in this Agreement, the term "**Hazardous Material**" shall mean any substance or material now or hereafter defined or regulated as a Hazardous Material, hazardous waste, toxic substance, pollutant, or contaminant under any Environmental Law, including, without limitation, petroleum, petroleum by-products, and asbestos. As used in this Agreement, the term "**Environmental Law**" shall mean any federal, state, or local law, regulation or ordinance governing any substances that could cause actual or suspected harm to human health or the environment.

(x) Seller is in compliance with all laws, statutes, rules and regulations of any federal, state or local governmental authority in the United States of America applicable to Seller and all beneficial owners of Seller, including, without limitation, the requirements of Executive Order No. 13224, 66 Fed Reg. 49079 (September 23, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control. Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**").

(xi) Neither Seller nor any beneficial owner of Seller:

(A) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**");

(B) has been determined by competent authority to be subject to the prohibitions contained in the Orders;

(C) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(D) shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person who is or whose beneficial owners are listed on the Lists.

(b) The term "to the best of Seller's knowledge", as used in this Section 10, shall mean the current actual, not constructive or imputed, knowledge of [_____] ("**SBCTC**"), without any duty to inquire or investigate with respect to the subject matter of such representation or warranty. The representations and warranties of Seller shall survive the execution and delivery of this Agreement and for the six (6) month period after Closing ("**Survival Period**"). In the event Buyer timely files any such claim, then the representation and/or warranty which is the subject matter of such claim shall survive until such claim is resolved; however, in the event Buyer fails to timely file any such claim, then such claim shall automatically deemed to be waived and Seller shall have no liability with respect to same. In no event shall Seller's aggregate liability

for Damages (as defined below) for any breach of any representation or warranty made herein exceed Two Hundred Fifty Thousand Dollars ($250,000.00). For the purposes of this Agreement, "**Damages**" shall mean all actions, suits, proceedings, governmental investigations, injunctions, demands, charges, claims, judgments, awards, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, fees and expenses (including court costs and reasonable and documented out-of-pocket attorneys' and accountants' fees and expenses); *provided*, *however*, that "**Damages**" shall not include punitive, consequential, special or indirect damages, including business interruption, loss of future revenue, profits or income, or loss of business reputation or diminution in value, except to the extent that such damages are payable by the Party to be indemnified to a third party.

11. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller the following, all of which are true and accurate as of the date hereof and shall be true and accurate as of the date of Closing and the truth and accuracy which shall be a condition to Seller's obligations hereunder:

(a) This Agreement and all documents executed by Buyer which are to be delivered to Seller at Closing do not, and at the time of Closing, will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

(b) Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(c) Buyer has been duly organized, is validly existing and is in good standing in the state in which it was formed, and is qualified to do business in the state in which the Property is located. This Agreement has been and all documents executed by Buyer which are to be delivered to Seller at Closing will be duly authorized, executed and delivered by Buyer.

(d) Buyer is in compliance with all laws, statutes, rules and regulations or any federal, state or local governmental authority in the United States of America applicable to Buyer and all beneficial owners of Buyer, including, without limitation, the requirements of the Orders. Buyer agrees to make its policies, procedures and practices regarding compliance with the Orders available to Seller for its review and inspection during normal business hours and upon reasonable prior notice. Neither Buyer nor any beneficial owner of Buyer:

(i) is listed on the Lists;

(ii) has been determined by competent authority to be subject to the prohibitions contained in the Orders;

(iii) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(iv) shall transfer or permit the transfer of any interest in Buyer or any beneficial owner in Buyer to any person who is or whose beneficial owners are listed on the Lists.

(e) Buyer has had no contact with any broker or finder with respect to the Property.

12. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS HAS MADE AND IS NOT NOW MAKING, AND BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON (DIRECTLY OR INDIRECTLY), ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO (A) MATTERS OF TITLE (OTHER THAN SELLER'S LIMITED WARRANTY OF TITLE SET FORTH IN THE DEED), (B) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (C) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, WATER PERCOLATION, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (D) WHETHER, AND TO THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (E) DRAINAGE, (F) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (G) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (H) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (I) USAGES OF ADJOINING PROJECTS, (J) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (K) THE VALUE, COMPLIANCE WITH THE PLANS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTIONS, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, (L) ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, (M) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROJECT, (N) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, DISABILITY LAWS (INCLUDING AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT), CODES OR OTHER SIMILAR LAWS, (O) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (P) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY, (Q) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (R) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROJECT, (S) THE

MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROJECT FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE) OR (T) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS). EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, BUYER FURTHER ACKNOWLEDGES THAT ANY INFORMATION OF ANY TYPE WHICH BUYER HAS RECEIVED OR MAY RECEIVE FROM SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL REPORTS AND SURVEYS, IS FURNISHED ON THE EXPRESS CONDITION THAT BUYER SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF SUCH INFORMATION, ALL SUCH INFORMATION BEING FURNISHED WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE AND EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER CONTAINED WITHIN THIS AGREEMENT, THAT IT HAS RELIED AND SHALL RELY SOLELY UPON (A) ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN PURCHASING THE PROPERTY, AND (B) BUYER'S OWN KNOWLEDGE OF THE PROPERTY BASED ON ITS INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY. BUYER HAS CONDUCTED, OR BY THE CLOSING WILL CONDUCT, SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMED OR SHALL DEEM NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY AND SHALL RELY UPON SAME. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS (LATENT AND APPARENT). EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT AND IN ANY CONVEYANCING DOCUMENTS, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS BY SELLER OR ANY AGENT, EMPLOYEE OR CONTRACTOR OF SELLER OR ANY THIRD PARTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY SELLER. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE

DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

AS OF THE CLOSING, BUYER HEREBY (I) ASSUMES THE RISK OF ALL ADVERSE MATTERS, INCLUDING ADVERSE PHYSICAL CONDITIONS, DEFECTS, INCLUDING CONSTRUCTION DEFECTS, AND ENVIRONMENTAL, HEALTH, SAFETY AND WELFARE MATTERS AND CONDITIONS, WHICH MAY OR MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATION AND EVALUATION OF THE PROPERTY, OR ANY PORTION THEREOF, AND (II) EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, FULLY AND IRREVOCABLY RELEASES SELLER FROM ANY AND ALL CLAIMS THAT BUYER MAY HAVE AGAINST SELLER FOR ANY LIABILITY ARISING FROM OR RELATED TO ANY MATTER OF ANY NATURE RELATING TO, AND ANY CONDITION OF, THE PROPERTY, OR ANY PORTION THEREOF, OR THE PURCHASE OF THE PROPERTY BY BUYER FROM SELLER PURSUANT TO THIS AGREEMENT, INCLUDING ANY LIABILITY ARISING IN CONNECTION WITH ANY LATENT OR PATENT CONSTRUCTION DEFECTS THEREIN, ERRORS OR OMISSIONS RELATING THERETO, COMPLIANCE THEREOF WITH APPLICABLE LAW, THE EXISTENCE OR ABSENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ANY HAZARDOUS MATERIALS) AND OTHER ENVIRONMENTAL MATTERS WITHIN, UNDER OR UPON, OR IN THE VICINITY OF THE PROPERTY, OR ANY PORTION THEREOF, ANY STATUTORY OR COMMON LAW RIGHT BUYER MAY HAVE TO RECEIVE DISCLOSURES FROM SELLER, OR ANY OTHER CONDITION OR CIRCUMSTANCE AFFECTING THE PROPERTY, OR ANY PORTION THEREOF, INCLUDING ANY FACILITY, ITS FINANCIAL VIABILITY, USE OR OPERATION. IN ADDITION TO ANY LIABILITY OF WHICH BUYER IS PRESENTLY AWARE OR WHICH BUYER PRESENTLY SUSPECTS TO EXIST, THIS RELEASE INCLUDES ALL LIABILITY OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST IN ITS FAVOR, INCLUDING ANY SUCH LIABILITY WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLER PURSUANT TO THIS SECTION.

13. Casualty; Condemnation. Risk of loss or damage to the Property by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof) from the date hereof through Closing will be with the Seller. Seller will immediately notify Buyer in writing of any such loss. Buyer shall notify the Seller, in writing, within thirty (30) days whether Buyer shall proceed to Closing. Buyer's failure to notify Seller that it will proceed to Closing shall constitute notice of disapproval of the loss. If Buyer disapproves the loss, Seller shall pay any cancellation fee or other cost of the Title Company, the Earnest Money shall be returned to Buyer and this Agreement shall terminate and all rights and obligations of the parties shall terminate. If Buyer elects proceed with the purchase of the Property and consummate the transaction in accordance with the terms of this Agreement and Seller shall, at the Closing, assign to Buyer all of its right, title and interest in and to any condemnation award or any insurance proceeds, and Buyer shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter.

14. Assignment. Buyer shall not assign its rights under this Agreement without the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed).

Notwithstanding the foregoing, Buyer may upon notice to, but without the consent of Seller, assign its rights under this Agreement to a partnership, corporation or limited liability company controlled by or under common control with Buyer. No assignment shall relieve such assigning party of its obligations under this Agreement.

15. Notice. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (b) sent by email, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by email or personal delivery and delivered after 5:00 p.m. Pacific Time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices given by a party's counsel shall be deemed given by such party.

If to Seller: State of Washington, acting through the State Board of Community and Technical Colleges

_____

_____

Attn : Darrell Jennings
Email:_____

North Seattle College

_____

_____

Attn : _____
Email : _____

w/copy to : Pacifica Law Group LLP
1191 Second Avenue, Suite 200
Seattle, WA 98101
Attn : John De Lanoy
Email : john.delanoy@pacificalawgroup.com

If to Buyer: Bellwether Housing
433 Minor Ave. N.
Seattle, WA 98109
Attn: Chief Executive Officer
Email: sboyd@bellwetherhousing.org

and

Chief Seattle Club
410 2nd Ave. Ext. S.
Seattle, WA 98104

Attn: Executive Director
Email: Derrick@chiefseattleclub.org

w/copy to: Kantor Taylor PC
1200 Fifth Avenue, Suite 1910
Seattle, Washington 98101
Attn: Andrea Sato
Email: asato@kantortaylor.com

If to Title Company: First American Title Insurance Company
920 Fifth Avenue
Suite 1250
Seattle, Washington 98104
Attn: Amanda Johnson
Email: amjohnson@firstam.com

16. Remedies.

(a) Seller's Remedies. If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, or if prior to Closing any one or more of Buyer's representations or warranties are breached in any material respect, then Seller, as its sole and exclusive remedy, may terminate this Agreement and receive the Deposit as liquidated damages and not as penalty, in order to indemnify the Seller against loss as a result of breach of this Agreement. It is agreed that damages that result to Seller include: freezing the purchase price at a time when real estate land values were escalating at unprecedented rates; compensating Seller for holding the property off the market and losing the time value of its property were the property liquidated and funds invested; lost opportunity for larger profits; and related costs. Seller and Buyer recognize a general measure of the damages to Seller is represented by the Deposit. Seller and Buyer further agree that the damages that may result from Buyer's default are uncertain and difficult to ascertain any more than Seller and Buyer have done, and that the agreed amount is a reasonable estimate of the probable damages to Seller, and that Buyer, as a sophisticated Buyer of commercial real estate, hereby waives all right under law or equity to challenge such payment of liquidated damages to Seller. Notwithstanding anything in this Section to the contrary, in the event of Buyer's default or termination of this Agreement, Seller shall have all remedies available at law or in equity if Buyer or any party related to or affiliated with Buyer is asserting any claims or right to the Property that would otherwise delay or prevent Seller from having clear, indefeasible and marketable title to the Property. If Closing is consummated, then Seller shall have all remedies available at law or in equity if Buyer fails to perform any obligation of Buyer under this Agreement.

(b) Buyer's Remedies. If Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Buyer to perform its obligations hereunder, or if before Closing any one or more of Seller's representations or warranties are breached in any material respect, and this failure or breach is not cured within ten (10) days after written notice from Buyer to Seller, then Buyer may, as its sole and exclusive remedy, either: (i) terminate this Agreement

by giving Seller written notice of its election before or at Closing and recover the Deposit plus all actual out-of-pocket costs incurred by Buyer in connection with designing and permitting of the Project but in no event shall such amount exceed $[250,000].00; (ii) enforce specific performance of Seller's obligations under this Agreement; or (iii) waive Seller's failure or breach and proceed to Closing. Notwithstanding anything herein to the contrary, Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before thirty (30) days following the scheduled Closing Date or, having given that notice, fails to file a lawsuit asserting the claim or cause of action in King County, Washington within ninety (90) days following the Outside Closing Date. In no event or circumstance shall Buyer be entitled to any consequential or punitive damages. Buyer's remedies shall be limited to those described in this Section. The provisions of this Section shall survive the Closing or any termination of this Agreement.

(c) Acknowledgement. Seller and Buyer hereby acknowledge and agree to the provisions of this Section:

Seller: _____ Buyer: _____

17. Operation Prior to Closing. During the period from the Effective Date to the Closing Date (the "**Executory Period**"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards. Seller shall execute no contracts, leases or other agreements regarding the Property during the Executory Period that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion.

18. Disclosure Statement. Buyer and Seller agree and acknowledge that the Property constitutes "Commercial Real Estate" as defined in RCW 64.06.005. Buyer hereby waives receipt of a seller disclosure statement required under RCW 64.06 for transactions involving the sale of commercial real estate except for the section entitled "Environmental". The seller disclosure statement as completed by Seller is attached to this Agreement as Exhibit H (the "**Disclosure Statement**"). Buyer acknowledges its receipt of the Disclosure Statement and waives its right to rescind this Agreement under RCW 64.06.030. Buyer further agrees and acknowledges that the Disclosure Statement (a) shall be for disclosure only, (b) shall not be considered part of this Agreement, and (c) shall not be construed as a representation or warranty of any kind by the Seller.

19. College Unit – Purchase Option. Seller shall have the option to purchase the College Unit, as defined in the Option Agreement, on the terms and conditions set forth in the Option Agreement and Purchase and Sale Agreement attached to this Agreement as Exhibit F (the "**Option Agreement**").

20. General Provisions.

(a) Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between the parties hereto, relating to the subject matter of this

Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

(b) Construction. The headings and subheadings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

(c) Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with or arising out of this Agreement, the prevailing party shall recover from the non-prevailing party all actual costs, actual damages and actual expenses, including reasonable attorneys' fees and charges, paralegal and clerical fees and charges and other professional or consultants' fees and charges expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.

(d) Additional Documents. Each party agrees to take such actions and to execute, acknowledge and deliver any and all documents and instruments as may be reasonably requested by the other party to carry out the purposes of this Agreement more effectively.

(e) Binding. Subject to any limiting provisions otherwise set forth in this Agreement, this Agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto.

(f) Time of the Essence. Time is of the essence in each and every covenant and condition of this Agreement.

(g) Applicable Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Washington. Any cause of action arising from or relating to this Agreement shall be brought in the King County, Washington, and the parties hereby waive any argument that such forum is not convenient.

(h) Counterparts; PDF and DocuSign Signatures. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document. A portable document format (PDF) or DocuSign signature on this Agreement shall be equivalent to, and have the same force and effect as, an original signature.

(i) Survival. All provisions of this Agreement having to do with indemnification, liens, remedies, notices, attorneys' fees, and brokerage commissions shall survive any termination of this Agreement.

(j) Brokerage Commissions. Each party hereto represents to the other that it has engaged no broker, agent or finder in connection with the negotiations leading to this Agreement.

(k) Extension of Time. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

(l) Confidentiality. Subject to public disclosure laws, Buyer and Seller shall each maintain as confidential any and all material obtained about the other and, in the case of Buyer, about the Property, and shall not disclose such information to any third party, except as necessary for the performance of the parties' obligations hereunder, as necessary for Buyer to obtain the Project Approval, as necessary for Buyer to obtain the financing of the Project, and the completion of the transactions described herein. This provision shall survive the Closing or any termination of this Agreement.

Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that the Seller is a state agency subject to Chapter 42.56 RCW, Washington State's Public Records Act. Any materials Buyer deems to be confidential or proprietary pursuant to this agreement must be clearly identified as such by Buyer. To the extent consistent with RCW 42.56, Seller shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Buyer's confidential or proprietary information, Seller will notify Buyer of the request and the date that such records will be released to the requester unless Buyer obtains a court order enjoining that disclosure. If Buyer fails to obtain a court order enjoining disclosure, Seller will release the requested information on the date specified.

(m) Liens and Encumbrances. BUYER SHALL KEEP THE PROPERTY FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES ARISING OUT OF THE USE OR DEVELOPMENT OF THE PROJECT BY BUYER OR ANY WORK PERFORMED, MATERIALS FURNISHED OR OBLIGATIONS INCURRED BY BUYER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO WORK PERFORMED BY, THROUGH, UNDER OR FOR BUYER PURSUANT TO THIS AGREEMENT SHALL BE DEEMED TO BE FOR THE IMMEDIATE USE OR BENEFIT OF SELLER TO THE END THAT NO MECHANIC'S OR OTHER LIENS SHALL BE ALLOWED AGAINST THE ESTATE OF SELLER BY REASON OF ANY CONSENT GIVEN BY SELLER TO BUYER TO IMPROVE THE PROPERTY. UNTIL THE DATE OF CLOSING, BUYER SHALL PROVIDE WRITTEN NOTICE TO THE PROJECT ARCHITECT AND THE GENERAL CONTRACTOR PROVIDING PRE-CONSTRUCTION SERVICES FOR THE PROJECT THAT SUCH SERVICES AND/OR SUPPLIES ARE NOT AT THE DIRECTION OF SELLER. BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITY OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM ANY LIEN OR OTHER ENCUMBRANCE FILED IN VIOLATION OF THIS AGREEMENT.

If any lien shall be filed or claim of lien made for work or materials furnished to Buyer, then Buyer shall, at its expense, within ten (10) days after the filing thereof either: (a) discharge the lien or claim; or (b) provide Seller adequate security or bond for the lien or claim and take steps to

contest the lien or claim in good faith by appropriate proceedings that operate to stay its enforcement provided that Buyer must pay promptly any final adverse judgment entered in any such proceeding. If Buyer does not comply with these requirements, Seller may discharge the lien or claim, and the amount paid, as well as Seller's reasonable attorney fees and other expenses incurred by Seller together with interest thereon, shall become due and payable by Buyer within ten (10) days after demand.

(n) **Joint and Several Liability**. All parties signing this Agreement as Buyer shall be jointly and severally liable for all obligations of Buyer.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the Effective Date.

SELLER:

STATE OF WASHINGTON, acting through the
State Board of Community and Technical Colleges

By: _____
Name: _____
Title: _____

Approved:

_____

BUYER:

BELLWETHER HOUSING,
a Washington nonprofit corporation

By: _____
Susan Boyd, Chief Executive Officer

CHIEF SEATTLE CLUB,
a Washington public benefit nonprofit corporation

By:_____
Derrick Belgarde, Executive Director

EXHIBIT A-1

LEGAL DESCRIPTION

LOTS 1 THROUGH 18 AND 31 THROUGH 48, BLOCK 2, ERICKSON'S IMPROVED ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 18, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE VACATED ALLEY OF SAID BLOCK 2, PER VACATION ORDINANCE NO. 98715, WHICH LIES NORTH OF THE EASTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 18 AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 31;

EXCEPT THOSE PORTIONS OF LOTS 1 THROUGH 18 RESERVED FOR STREET PURPOSES BY EASEMENT RECORDED UNDER RECORDING NO. 7803090742 AND ORDINANCE NO. 107570;

AND,

EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 6482739;

AND,

EXCEPT ANY PORTIONS OF VACATED MERIDIAN AVENUE NORTH AND NORTH 95TH STREET UNDER VACATION ORDINANCE NO. 98715;

CONTAINING AN AREA OF 98,990 SQUARE FEET OR 2.2725 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON STATE.



EXHIBIT A-2

DEPICTION OF PROPERTY

[attached]

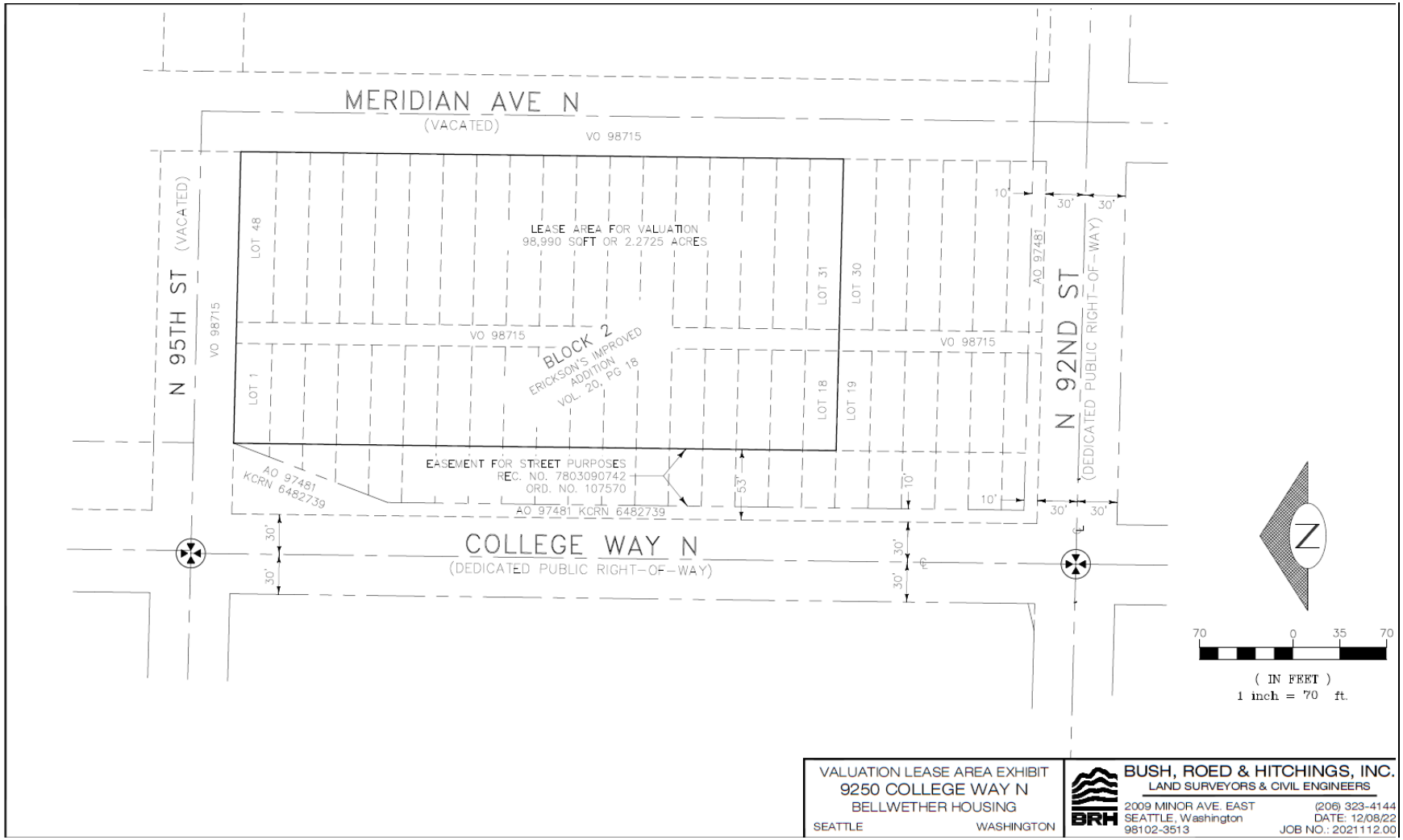

MERIDIAN AVE N
(VACATED)
VO 98715
N 95TH ST (VACATED)
VO 98715
LEASE AREA FOR VALUATION
98,990 SQFT OR 2.2725 ACRES
LOT 48
LOT 1
BLOCK 2
ERICKSON'S IMPROVED ADDITION
VOL. 20, PG 18
LOT 31
LOT 30
LOT 18
LOT 19
AO 97481
N 92ND ST
(DEDICATED PUBLIC RIGHT-OF-WAY)
EASEMENT FOR STREET PURPOSES
REC. NO. 7803090742
ORD. NO. 107570
AO 97481 KCRN 6482739
AO 97481
KCRN 6482739
COLLEGE WAY N
(DEDICATED PUBLIC RIGHT-OF-WAY)
53'
10'
30'
N
70 0 35 70
(IN FEET)
1 inch = 70 ft.
VALUATION LEASE AREA EXHIBIT
9250 COLLEGE WAY N
BELLWETHER HOUSING
SEATTLE WASHINGTON
BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS & CIVIL ENGINEERS
2009 MINOR AVE. EAST
SEATTLE, Washington
98102-3513
(206) 323-4144
DATE: 12/08/22
JOB NO.: 2021112.00

EXHIBIT B

MEMORANDUM OF PURCHASE AGREEMENT

AFTER RECORDING RETURN TO:

Pacifica Law Group LLP
1191 Second Avenue, Suite 2000
Seattle, Washington 98101
Attn: John De Lanoy

MEMORANDUM OF PURCHASE AGREEMENT

Grantor: _____

Grantee: _____

Legal Description:

Abbreviated: _____
Full: See Exhibit A

Assessor's Tax Parcel Number: _____

Reference numbers of Related Documents: N/A

THIS MEMORANDUM OF PURCHASE AGREEMENT is dated as of _____, 2023, and is by and between _____ ("**Seller**") and _____, or its permitted assigns ("**Buyer**").

1. Agreement. Seller and Buyer have entered into a Real Estate Purchase and Sale Agreement dated _____ ___, 2023 (the "Agreement") with respect to the property described on the attached Exhibit A (the "**Property**").

2. Purpose. This Memorandum is prepared for the purpose of recordation only and does not modify the Agreement in any way.

Dated this _____ day of _____, 2024.

SELLER:

_____

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of _____, the _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said _____, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____
Signature

_____
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

BUYER:

_____

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said _____, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____
Signature

_____
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

EXHIBIT C

AUTHORIZATION LETTER

[INSERT CITY OF SEATTLE AUTHORIZATION LETTER]

EXHIBIT D

DEED

AFTER RECORDING RETURN TO:

Bellwether Housing
433 Minor Ave. N.
Seattle, WA 98109
Attn: Mindy Black

BARGAIN AND SALE DEED

Grantor: _____

Grantee: _____

Legal Description:

Abbreviated: _____
Full: See Exhibit A

Assessor's Tax Parcel Number: _____

Reference numbers of Related Documents: N/A

_____, the grantor, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, bargains, sells and conveys to _____, the grantee, the real estate in King County, Washington, described on attached Exhibit A, free of liens or encumbrances created or suffered by Grantor except the lien of real property taxes and assessments and the matters referenced on the attached Exhibit B.

TO HAVE AND TO HOLD all and singular the above mentioned and described real property, together with the appurtenances thereof, unto the Grantee, and its heirs, successors and assigns forever.

Dated this _____ day of _____, 20__.

GRANTOR:

_____

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of State Board of Community and Technical Colleges, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____
Signature

_____
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

EXHIBIT E

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U. S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("**Seller**") hereby certifies the following:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. Seller's U. S. employer identification number is _____.

3. Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Internal Revenue Code.

4. Seller's office address is:

_____

_____

5. Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee (buyer) and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned declares that he has examined this certification and to the best of his knowledge and belief it is true, correct and complete, and he further declares that he has the authority to sign this document on behalf of Seller.

Executed as of the _____ day of _____, 20__, at Seattle, Washington.

SELLER:

_____

By: _____

Name: _____

Title: _____

EXHIBIT F

OPTION AGREEMENT

EXHIBIBT G

Form of Restrictive Covenant

When Recorded Return To:

State Board of Community and Technical Colleges
_____
_____

AFFORDABLE HOUSING COVENANT

Grantor:	[_____]
Grantee:	State Board of Community and Technical Colleges
Assessor's Tax Parcel ID No.:	[_____]
Legal Description (abbreviated):	[_____]
	See Exhibit A for full legal description.
Recording Nos. of Related Documents:	[N/A]

THIS AFFORDABLE HOUSING COVENANT (this "**Covenant**") is made this ____ day of _____, [20__] ("**Effective Date**"), by [_____], a [_____] ("**Grantor**") in favor of State Board of Community and Technical Colleges ("**College**") and is part of the consideration for certain surplus property transferred to Grantor by College pursuant to RCW 39.33.015.

RECITALS:

A. College owned the real property legally described on Exhibit A attached hereto (the "**Property**");

B. In accordance with RCW 39.33.015, any state agency, municipality, or political subdivision, with authority to dispose of surplus public property is entitled to convey the real property to a private entity so long as the Property is for a "public benefit purpose". Pursuant to RCW 39.33.015, "public benefit" means "affordable housing, which can be rental housing or permanently affordable homeownership

for low-income and very low-income households as defined in RCW 43.63A.510, and related facilities that support the goals of affordable housing development in providing economic and social stability for low-income persons";

C. This Covenant will be filed and recorded in the official public land records of King County, Washington and shall constitute a restriction upon the use of the Property, subject to, and in accordance with, the terms of this Covenant for at least [fifty-one (51)] years of affordability ending on the fifty-first (51st) anniversary of the Effective Date ("**Affordability Period**");

NOW THEREFORE, it is hereby covenanted during the Affordability Period as follows:

Section 1. Set-Asides; Reporting. The Grantor hereby represents, covenants and agrees as follows:

(a) The residential portion of the Property shall be rented to tenants who meet the eligibility criteria consistent with RCW 39.33.015, including without limitation, the AMI limitations set forth below. Consistent with Washington State law, surplus property transferred for affordable housing is required to serve households with gross annual household incomes at the time of initial occupancy no higher than eighty percent (80%) of median income in King County, Washington adjusted for family size ("**AMI**") as published annually, effective July 1, by the U.S. Department of Housing and Urban Development ("**HUD**"), as HOME Income Limits. If HUD ceases to provide such determinations of median income, then median income shall mean such comparable figure for King County, Washington published or reported by a federal, state, or local agency as the College shall select.

(b) With respect to the residential portion of the Property, rents payable by tenants shall not exceed thirty percent (30%) of the maximum eighty percent (80%) AMI tenant income for the unit adjusted for household size.

(c) Grantor intends to subject the residential portion of the Property to one or more Regulatory Agreements, Low Income Housing Covenant Agreements or Extended Use Agreements (each, an "**Other Covenant**"). During any period during the residential portion of the Property is subject to an Other Covenant, compliance with the Other Covenant shall be compliance with this Covenant, so long as the Other Covenant restricts the income of tenants and the allowable rents in manner that is substantially (1) the same as set forth in Section 42(g) of Internal Revenue Code, as amended, and (2) the same as the terms and provisions of this Covenant. Upon request by the College, Grantor shall submit evidence of compliance with the Other Covenant(s).

(d) Grantor shall keep any records and make any reports relating to compliance with this Covenant that the College may reasonably require. Grantor shall permit any duly authorized representative of the College to inspect, during regular business hours and upon reasonable notice, the Property, the residential units, and the books and records of Grantor pertaining to the incomes of the tenants who are residing or have resided in the Property (but excluding identifying details of individual tenants).

Section 2. Covenants. The Grantor hereby represents, covenants and agrees as follows:

(a) Grantor shall use the Property consistent with the provisions set forth in Section 1 above.

(b) Grantor shall use the Property to provide safe and sanitary housing, and shall comply with all Federal, State, and local housing codes, licensing requirements, and other requirements regarding the condition and the operation of the Property.

(c) Except as otherwise required or contemplated by this Covenant or allowed by applicable law for the purpose of providing low-income housing, Grantor will not discriminate in the provision of housing on the basis of race, creed, color, sex, national origin, religion, marital status, age, disability, the receipt of public assistance or housing assistance or any other characteristic protected from discrimination by applicable law.

Section 3. Covenants Run With the Land. Grantor hereby declares its express intent that the covenants, restrictions, charges and easements set forth herein shall be deemed covenants running with the land throughout the Affordability Period, and shall pass to and be binding upon the Grantor's successors in title including any purchaser, grantee or lessee of any portion of the Property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee (other than a resident) of any portion of the Property and any other person or entity having any right, title or interest therein. Each and every contract, deed or other instrument (other than residential resident leases) hereafter executed conveying the Property or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

Section 4. Survival. This Covenant shall have priority over any deed of trust or mortgage recorded on the Property. This Section shall not prohibit any mortgages, deeds of trust, regulatory agreements and covenants for the purposes of the future financing, nor prohibit any transfer upon foreclosure of a deed of trust or mortgage, or in lieu of foreclosure thereof, or any subsequent transfer, but any transfer shall be subject to the terms of this Covenant.

Section 5. Default. If a violation of any of the foregoing covenants occurs, College may, after thirty days' notice to Grantor, and if applicable, its successors and assigns, heirs, grantees, or lessees of the Property, institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or to compel specific performance by Grantor of its obligations hereunder; provided that Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation, shall impair, damage or waive the right of College to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

[*Signatures on following page.*]

IN WITNESS HEREOF, this Covenant is executed as of the date first above written.

GRANTOR:

_____

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF [_____])

I certify that I know or have satisfactory evidence that [_____] is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the [_____ of _____, _____ of _____, a _____], to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Date:_____

(seal or stamp)

_____
Notary Public in and for the State of Washington,
residing at _____

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

[to be inserted]

EXHIBIT H

DISCLOSURE STATEMENT

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any * items, please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT _____, SEATTLE, WASHINGTON ("THE PROPERTY").

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller is/ x is not occupying the property.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

ENVIRONMENTAL

[ ] Yes	[ ] No	[ ] Don't know	*A. Has there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
[ ] Yes	[ ] No	[ ] Don't know	*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
[ ] Yes	[ ] No	[ ] Don't know	*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
[ ] Yes	[ ] No	[ ] Don't know	*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
[ ] Yes	[ ] No	[ ] Don't know	*E. Is there any soil or groundwater contamination?
[ ] Yes	[ ] No	[ ] Don't know	*F. Has the property been used as a legal or illegal dumping site?
[ ] Yes	[ ] No	[ ] Don't know	*G. Has the property been used as an illegal drug manufacturing site?

SELLER:

_____

By: _____

Name: _____

Title: _____

Date: _____

NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.

B. The disclosures set forth in this statement and in any amendments to this Statement are made only by the Seller and not by any real estate licensee or other party.

C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.

D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.

E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy or this Disclosure Statement (including attachments, if any) bearing Seller's signature.

F. By its signature below, Buyer waives its right to rescind its purchase and sale agreement with Seller based on Seller's delivery of this document to Buyer.

G. Buyer waives its right to receive Sections 1 – 5 and 7 of the Real Property Transfer Disclosure Statement.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction.

BUYER:

_____

By: _____

Name: _____

Title: _____

EXHIBIT I

TEMPORARY CONSTRUCTION EASEMENT

[To be inserted prior to expiration of the Feasibility Period]

SEATTLE COLLEGES
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ACTION ITEM | BOARD OF TRUSTEES

Date Submitted	Presenter	Position
01/30/24	Dr. Sayumi Irey	Acting President, South Seattle College

Meeting Date	Topic
2/8/24	Minor Capital Program Funding Reallocation for South Seattle College

Background Information (include if applicable: funding, fiscal impact)

South Seattle College offers the affordable and cutting edge culinary arts programs. In 2019, (phase 1 renovation), South Alki Café was renovated by grants.

In 2021 (phase 2 renovation), working closely with several faculty across departments, deans, and grant director, the college applied for a clean energy grant to convert the existing gas powered to all electronics for the Alki Instructional Kitchen space as the Alki instructional Kitchen is the core space for teaching and learning for the culinary and BAS students at South. Electronic cooking is more energy efficient than gas, eliminating operational dependence of fossil fuels. Moving to 100 electronic is the way to address the needs of climate change and social change.

The Alki Instructional Kitchen has been partially funded by its grant and some local donations. However, to fully fund the Alki Instructional Kitchen, it will take $836,042 of additional capital funds.
The College has had plans to remodel Rainier Hall for many years. The Rainier Hall remodel is a major capital that will require approval of the Legislature before proceeding. The Rainer Hall remodel, however, did not make the funding cutoff for this biennium, but is in line for possible funding in the 2025 – 2027 biennium.

The Ceramics and Makerspace programs are located in Rainier Hall. In anticipation of the remodel, the College has received minor capital project funding for the relocation of the Ceramics and MakerSpace programs to a new location on campus. Because the Rainier Hall remodel will not occur until the 2025-2027 biennium at the earliest, the Capital Projects Team has recommended that the funding for relocation of the Ceramics and MakerSpace programs be reallocated to completion of the Alki Instructional Kitchen Project. Although the relocation funding for Ceramics and Makerspace has been reallocated, the College remains committed to the relocation project. To this end, it has recently retained a design professional to conduct a needs analysis for the Ceramics and Makerspace programs, which will help the College identify locations on campus where these programs can operate during the Rainier Hall Remodel. Meanwhile, the College is committed taking any necessary steps, such as tour of the facility and gather specifics regarding any concerns, which will allow the College to identify, diagnose, and

Rationale for Board Action

To approve revisions aggregating $500,000 or more during a fiscal year in the adopted budget of any fund, and transfers between funds aggregating $500,000 or more during a fiscal year, other than those related to capital appropriations from the state, PROVIDED that it is expected that lesser amounts of administrative revisions to fund budgets and of transfers between funds will also be reported to the Board in a timely manner, as information items;

Chancellor's Recommended Motion

To reallocate $836,042 from the Minor Capital Program funds for this biennium to complete the Alki Instructional Kitchen.

Attachments (presentations, supplemental documents, reports, resolutions)

(●) Yes ( ) No

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ACTION ITEM

To: Board of Trustees

From: Dr. Rosie Rimando-Chareunsap, Chancellor

Presenter: Dr. Sayumi Irey, Acting President of South Seattle College

Meeting Date: February 8, 2024

Subject: Minor Capital Program Funding Reallocation for South Seattle College

BACKGROUND

South Seattle College offers the affordable and cutting edge culinary arts programs. In 2019, (phase 1 renovation), South Alki Café was renovated by grants.

In 2021 (phase 2 renovation), working closely with several faculty across departments, deans, and grant director, the college applied for a clean energy grant to convert the existing gas powered to all electronics for the Alki Instructional Kitchen space as the Alki instructional Kitchen is the core space for teaching and learning for the culinary and BAS students at South. Electronic cooking is more energy efficient than gas, eliminating operational dependence of fossil fuels. Moving to 100 electronic is the way to address the needs of climate change and social change.

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where these programs can operate during the Rainier Hall Remodel. Meanwhile, the College is committed taking any necessary steps, such as tour of the facility and gather specifics regarding any concerns, which will allow the College to identify, diagnose, and correct any conditions and to ensure the locations where Ceramics and Makerspaces are currently located meet applicable health and safety laws and policies.

Issues related to reallocating the Ceramics and Makerspace relocation funds.

- The Ceramics and Makerspace programs have special instructional, operational and infrastructure requirements. A complete comprehensive needs analysis of requirements for each program is required to find a suitable location for each program.
- Various health and safety concerns have been raised about the current Ceramics space.

Our recommendation is currently considering the above points:

- If funding is provided in the 2025-2027 biennium for Rainier Hall, it will take approximately 2 years to design and permit this project which means it would be approximately 4 years from now before Ceramics and MakerSpace is required to be moved out of Rainier Hall for the remodel.
- Given that the Rainier Hall Remodel has been delayed, there is no longer an immediate need to move Ceramics and MakerSpace out of Rainier Hall. Therefore, we propose reallocating funding for the relocation project to the Alki Instructional Kitchen, which is currently designed and permitted and ready for construction.
- In the meantime, the College has retained a design professional to conduct a needs analysis for the Ceramics and Makerspace programs. This analysis will identify the required storage space, instructional needs, ventilation, heating, cooling, power requirements of equipment and storage for both programs and is a necessary step toward identifying suitable locations for these programs during the Rainier Hall Remodel.
- The Ceramics program has raised several health and safety concerns regarding its continued operation in its current location. The College is committed to providing its employees and students healthy and safe educational environments. The College will assess the health and safety concerns raised by the program and implement remedies for any health and safety hazards identified in compliance with applicable state and local health and safety laws and regulations, and College policies.
- The College will submit a new minor capital projects request for funding to relocating Ceramics and the MakerSpace to replace the funds reallocated to the Alki Culinary Kitchen project.

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Original minor capital program funding

$685,005 MakerSpace

$879,700 Ceramics

$1,564,705 - Total Minor Capital originally funded

Proposed reallocation of the minor capital program funding

$836,042 Alki Instructional Kitchen

Preliminary schedule for Alki Instructional Kitchen

Board approval February 8 (If approved, the preliminary schedule is below.)

- 3 weeks to get bid ready – February 12 to 29
- 3 weeks for invitation to bid
  - Advertise March 5
  - Open bids March 26
- 3 weeks contract award – April 15
- 9 months construction – January 2025

CHANCELLOR'S RECOMMENDED MOTION

To reallocate $836,042 from the Minor Capital Program funds for this biennium to complete the Alki Instructional Kitchen.

Dr. Sayumi Irey
Acting President, South Seattle College

Dr. Rosie Rimando-Chareunsap
Chancellor

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INFORMATION ITEM | BOARD OF TRUSTEES

Date Submitted	*Presenter*	*Position*
02/01/24	Dr. Rosie Rimando-Chareunsap	Chancellor

Meeting Date	*Topic*
2/8/24	Naming Request of South Seattle College Counseling Center

Background Information (include if applicable: funding, fiscal impact)

On behalf of the South Seattle College Counseling faculty; the endorsement from the South Seattle College President's Cabinet; the endorsement from the Seattle Colleges District Counselors; the endorsement from the South Seattle College Managers of Student Services (MOSS); the endorsement from the South Seattle College Faculty Council, the endorsement from the South Seattle College United Student Association (USA); the endorsement from the South Seattle College Council; and in accordance with Seattle Colleges District Policy 252, in honor of Don Howard's 50-year counseling and math career of supporting students, the institution, and the greater Seattle community, the Seattle College District Board of Trustees endorses naming the South Seattle College counseling center henceforth as the Donald R. Howard Counseling Center.

Attachments (presentations, supplemental documents, reports, resolutions)

◉ Yes ○ No

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INFORMATION ITEM

To: Board of Trustees

From: Dr. Rosie Rimando-Chareunsap, Chancellor

Meeting Date: February 8, 2024

Subject: Naming Request of South Seattle College Counseling Center

BACKGROUND

On behalf of the South Seattle College Counseling faculty; the endorsement from the South Seattle College President's Cabinet; the endorsement from the Seattle Colleges District Counselors; the endorsement from the South Seattle College Managers of Student Services (MOSS); the endorsement from the South Seattle College Faculty Council, the endorsement from the South Seattle College United Student Association (USA); the endorsement from the South Seattle College Council; and in accordance with Seattle Colleges District Policy 252, in honor of Don Howard's 50-year counseling and math career of supporting students, the institution, and the greater Seattle community, the Seattle College District Board of Trustees endorses naming the South Seattle College counseling center henceforth as the *Donald R. Howard Counseling Center*.



Dr. Rosie Rimando-Chareunsap
Chancellor

Proposal to name the Counseling Center at
South Seattle College

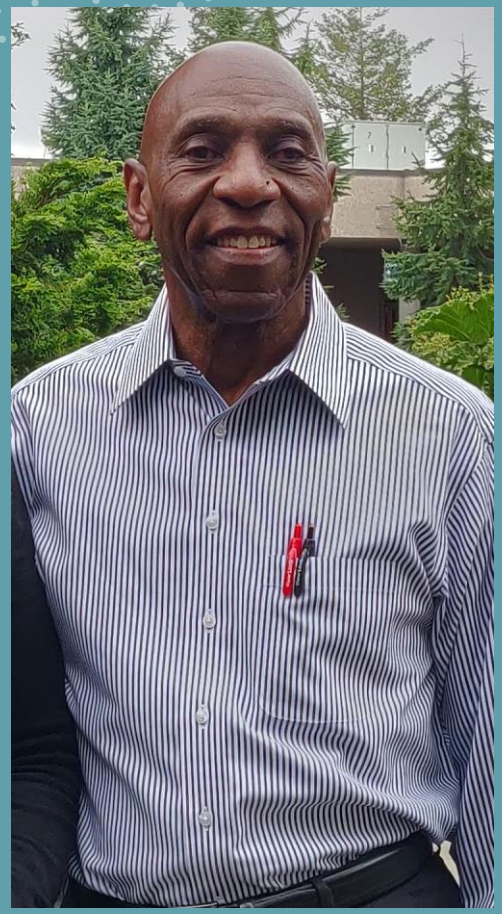
The Donald R. Howard Counseling Center

The Donald R. Howard Counseling Center

As per SCCD Policy 252, and in honor of Don Howard's 50-year counseling and math career of supporting students, the institution, and the greater Seattle community, the Seattle College District Board of Trustees endorses naming the South Seattle College Counseling Center henceforth as the *Donald R. Howard Counseling Center*.

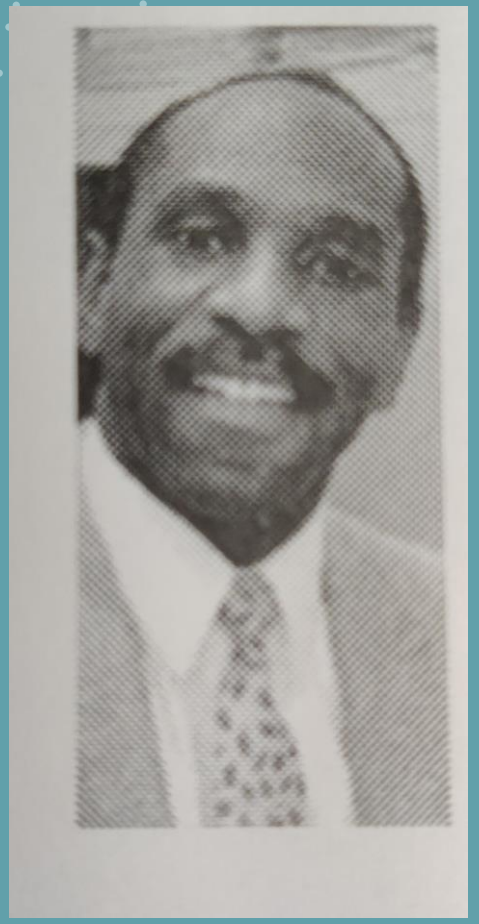
Who is Don Howard?

- 50-year Career Faculty Emeritus Educator at South (counseling and math)
- Began in fall 1971, the first year that academic courses were offered at South
- Strong advocate for students and public education
- Navy veteran
- Served generations of students, well over 50-60K in his career
- Lifelong resident of Seattle
- Outstanding colleague and friend



Involvement

- Coordinator of Minority Affairs
- Diversity Task force
- Accreditation Standards co-chair
- Coordinator of Tech Prep Programs
- Curriculum and Instruction Committee member
- Faculty senate
- District level task force to review degrees
- K-12 Articulation Committee
- New Student Orientation involvement
- WA Community/Technical College Counselor Assoc.



Honors/Awards

- 1991 AACJC Outstanding Faculty Award Nominee
- 1992 Celebrating Freshman Advocates Award Nominee
- 1992 National Institute for Staff & Organizational Development (NISOD) Award
- 2002 Dan Evans Exceptional Faculty Award
- 2008-09 Seattle Colleges Trustees Lifelong Learning Award
- 2021 Awarded Emeritus Faculty status after retirement

TO: Board of Trustees

FROM: Jennifer Dixon, Vice Chancellor for Human Resources

DATE: February 5, 2024

RE: Update on Payroll Concerns

Staffing

Payroll is in the final stages of hiring for the additional payroll person and hope to extend an offer this week. This specialized take will be the subject matter expert for this very complicated work. From this pool of applicants, we are also reviewing and screening for any additional project employment positions to provide immediate release for current payroll staff and to provide improved services to our employees.

Processes

Human Resource staff are still working with our IT colleagues on a new system (onbase) for stipends for faculty. They are in the initial stages of training actual users with the intent of going live with the new system by the end of March.

Third Party Auditor

Seattle Colleges has received quotes from three auditing firms and are reviewing this information. We have requested some additional information and once received we will be finalizing out decision.

Staffing:

In October 2023 the Human Resource team conducted an analysis of staffing levels compared to five of the six largest community and technical colleges districts. The analysis assisted in the hiring of one additional classified employee per campus, with this additional employee on each campus the staffing ratio changed from 1.44 to 1.62 HR staff per 100 employees.

District	"HR" Staff	Employee Headcount (2021-2022)	"HR" Staff per 100 Employees
Spokane	31	1,436	2.16
Bellevue	26	1,115	2.33
Seattle (+3)	27	1,666	1.62
Seattle	24	1,663	1.44
Clark	21	858	2.45
Pierce	20	777	2.57
Green River	18	770	2.34

SEATTLE COLLEGES
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INFORMATION ITEM | BOARD OF TRUSTEES

Date Submitted	*Presenter*	*Position*
02/01/24	Julienne DeGeyter	Vice Chancellor, Finance & Operations

Meeting Date	*Topic*
2/8/24	2023-24 Grants Report - Information only

Background Information (include if applicable: funding, fiscal impact)

The Grants Report summary data for all of the campuses of Seattle Colleges as of January 19, 2024.

Attachments (presentations, supplemental documents, reports, resolutions)

(●) Yes ( ) No

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M E M O R A N D U M

TO: Board of Trustees

FROM: Julienne DeGeyter

DATE: February 8, 2024

SUBJECT: 2023-24 Grants Report - Information only

Background

The attached Grants Report summary data for all of the campuses of Seattle Colleges as of January 19, 2024.

Recommendation

It is recommended that this item be received as information only.

Submitted by:

Julienne DeGeyter
Vice Chancellor for Finance & Operations

Transmitted to the Board with a favorable recommendation

Dr. Rosie Rimando-Chareunsap
Chancellor



2023-2024 Seattle Colleges Grants Report

All expenses listed are as of January 19,2024

Operating Unit	*Grant Award*	*Expense*	*Encumbered*	*Balance*	*% Spend*
Central	14,472,688.02	5,789,308.28	106,832.16	8,576,547.58	40.00%
North	9,611,704.84	5,012,394.60	213,447.00	4,385,863.24	52.15%
South	13,925,863.24	6,000,975.14	34,131.95	7,890,755.23	43.09%
District	13,466,642.00	6,579,097.23	785,543.23	6,102,001.54	48.85%
Total All Active Grants	51,476,898.10	23,381,775.25	1,139,954.34	26,955,167.59	45.42%

Sponsor/Department Description	*PI Manager*	*Start Date*	*End Date*	*Grant Award*	*Expense*	*Encumbered*	*Remaining Budget*
American Council of Learned Societies		*Total*		40,000.00			40,000.00
41800 - Social Sciences Division	Sullivan,Christopher	9/1/2022	3/31/2025	40,000.00			40,000.00
Catholic Community Services		*Total*		277,000.00	156,227.37		120,772.63
48025 - WF DEV FOR HOUSING & HUMAN SVC	Sullivan, Christopher	1/1/2022	3/31/2024	277,000.00	156,227.37		120,772.63
City of Seattle		*Total*		1,884,787.00	572,494.74	33,186.44	1,279,105.82
45154 - SMA CITY SEATTLE OED	Ceiga,Barbara	1/1/2023	12/31/2024	956,926.00	132,625.08	2,036.37	822,264.55
45352 - PACT - CITY OF SEATTLE	Devery,Maureen	5/22/2018	2/28/2024	927,861.00	439,869.66	31,150.07	456,841.27
College Spark Washington		*Total*		180,000.00	36,231.02	17,145.00	126,623.98
42059 - College Spark Grant	Heizenrader,Katie	2/1/2022	3/30/2025	180,000.00	36,231.02	17,145.00	126,623.98
Department of Education		Total		7,550,618.02	3,363,592.80	56,423.63	4,130,601.59
33030 - Title III: Seattle Pathway	LeZheo,Kao, Manzo Serena	10/1/2019	9/30/2024	3,344,863.58	743,036.66	39,496.00	2,562,330.92
35752 - TRIO SSS 2020-2025	Parker, Dana	9/1/2020	8/31/2025	2,705,754.44	2,017,790.80	1,284.80	686,678.84
42010 - ED AANAPISI	Bermudes,Jeffrey	10/1/2021	9/30/2026	1,500,000.00	602,765.34	15,642.83	881,591.83
NASPA		*Total*		500	374.85		125.15
35752 - TRIO SSS 2020-2025	Parker, Dana	12/1/2021	8/31/2025	500	374.85		125.15
National Science Foundation		*Total*		101,392.00	78,319.99		23,072.01
44676 - Ready! Set! Transfer! 2.0	Balhan,Krystle Marie	12/1/2016	2/28/2024	101,392.00	78,319.99		23,072.01
Seattle School District		*Total*		2,044,180.00	652,686.47	77.09	1,391,416.44
42601 - Learning Center Seattle	Roldan Guzman,Erika	4/1/2016	6/30/2025	2,044,180.00	652,686.47	77.09	1,391,416.44
State Board for Comm & Tech Colleges		*Total*		1,170,127.00	609,060.58		561,066.42
35144 - CORRECTIONAL EDUCATION	Mitchell,Molly	7/1/2023	6/30/2024	82,400.00	47,907.79		34,492.21
42052 - ABE Reimb/Indirect Master	Heizenrader,Katie	7/1/2023	6/30/2024	362,075.00	340,978.89		21,096.11
42057 - ABE Leadership Block	Heizenrader,Katie	7/1/2023	6/30/2024	7,909.00	1,066.65		6,842.35
42200 - El Civics	Hiizenrader,Katie	7/1/2023	6/30/2024	101,255.00	47,797.64		53,457.36
48005 - WORKFIRST	Harris,Adria Katherine	7/1/2023	6/30/2024	290,074.00	132,957.37		157,116.63
BFET-24 2023-24 BFET CENTRAL	Harris, Adria Katherine	10/1/2023	9/30/2024	326,414.00	38,352.24		288,061.76
United Way of King County		*Total*		50,000.00	38,143.00		11,857.00
37141 - UNITED WAY EMERGENCY	Mitchell,Molly	7/1/2022	8/31/2024	50,000.00	38,143.00		11,857.00
University of Washington		*Total*		309,496.00	173,033.88		136,462.12
44005 - UW Subcontract LSAMP	Balhan, Krystle Marie	9/1/2019	8/31/2024	30,676.00	26,024.14		4,651.86
44685 - UW NSF CONVERGENCE ACCELERATOR	Kanne, Lynn	10/1/2022	11/30/2024	234,314.00	114,157.97		120,156.03
44690 - UW NSF S&CC	Webb, Christopher	10/1/2021	9/30/2024	44,506.00	32,851.77		11,654.23

Urban League of Metropolitan Seattle		*Total*			684,000.00	69,400	614,600.00
45352 - PACT - CITY OF SEATTLE	Watt,Robert		7/1/2023	7/31/2026	684,000.00	69,400	614,600.00
Washington STEM(Science,Technology,Engineering,Math)		*Total*			180,588.00	39,743.58	140,844.42
44621 - WA NASA Consortium	Balhan,Krystle Marie		6/1/2021	5/30/2024	180,588.00	39,743.58	140,844.42
Total Central					**14,472,688.02**	**5,789,308.28**	**106,832.16**	**8,576,547.58**

Sponsor/Department Description	*PI Manager*	*Start Date*	*End Date*	*Grant Award*	*Expense*	*Encumbered*	*Remaining Budget*
Bellevue Community College		*Total*		110,219.00	67,393.63		42,825.37
64710 - BC - NSF C Justice	Price, Heather	2/2/2021	1/31/2024	110,219.00	67,393.63		42,825.37
Department of Education		*Total*		4,468,279.84	2,574,166.73	28,163.37	1,865,949.74
50310 - DOE TRIO STU SUPP	Neal, Quinton	9/1/2020	8/31/2025	1,310,330.00	696,124.82		614,205.18
50311 - DOE AANAPISI	Neal, Quinton	10/1/2021	12/31/2026	1,500,000.00	489,553.48	10,263.70	1,000,182.82
50410 - USDE TITLE III 1823	Brown, Aimee	7/1/2020	10/31/2024	1,657,949.84	1,388,488.43	17,899.67	251,561.74
National Science Foundation		*Total*		2,781,340.00	1,291,647.63	173,172.43	1,316,519.94
64715 - NSF/OWENS ASSIGNMENT	Bryant,Vashti	9/13/2021	9/30/2024	436,002.00	308,541.29		127,460.71
64720 - NSF - iRISE	Murkowski,Ann	11/1/2021	12/31/2025	1,199,421.00	150,482.18	173,051.13	875,887.69
64725 - NSF RST 2.0 SCHOLARSHIP	Murkowski,Ann	7/1/2020	1/31/2024	407,762.00	265,787.97		141,974.03
64750 - NSF LSAMP2 2023	Murkowski, Ann	8/1/2020	7/31/2024	738,155.00	566,836.19	121.3	171,197.51
State Board for Comm & Tech Colleges		*Total*		1,532,866.00	417,582.23	4,000.00	1,111,283.77
62000 - BASIC & TRANSITIONAL STUDIES	Bonney,Curtis	7/1/2023	6/30/2024	286,014.00	136,640.10		149,373.90
62057 - BEDA LEADERSHIP	Bonney,Curtis	7/1/2023	6/30/2024	7,986.00	350		7,636.00
62480 - EL CIVICS	Bonney,Curtis	7/1/2023	6/30/2024	79,761.00	37,395.09		42,365.91
68329 - WORKFIRST	Miller,Jeanette	7/1/2023	6/30/2024	308,150.00	136,436.06		171,713.94
69570 - EARLY ACHIEVERS ADMIN	Dolan,Samantha	7/1/2023	6/30/2024	90,000.00	15,271.70		74,728.30
69575 - EARLY ACHIEVERS	Dolan,Samantha	7/1/2023	6/30/2024	456,500.00	51,764.08		404,735.92
69660 - Perkins Special Project North	Dolan,Sanantha	7/1/2023	6/30/2024	51,628.00	940.95	4,000.00	46,687.05
BFET-24 2023-24 BFET NORTH	Miller,Jeanette	10/1/2023	9/30/2024	252,827.00	38,784.25		214,042.75
TSNE Mission Works		*Total*		719,000.00	661,604.38	8,111.20	49,284.42
69762 - EEIC Tran ECE Teacher	Dolan, Samantha	4/1/2021	6/30/2024	719,000.00	661,604.38	8,111.20	49,284.42
Total North				**9,611,704.84**	**5,012,394.60**	**213,447.00**	**4,385,863.24**

Sponsor/Department Description	*PI Manager*	*Start Date*	*End Date*	*Grant Award*	*Expense*	*Encumbered*	*Remaining Budget*
Department of Education		*Total*		10,355,010.24	4,512,214.48	34,131.95	5,808,663.81
70400 - TITLE III PATHWAYS	Barzen,Erin	10/1/2018	3/29/2024	1,570,383.24	1,422,342.53	8,730.17	139,310.54
70410 - Title III Cooperative	Barzen, Erin	10/1/2023	9/30/2028	470,474.00	6,020.34		464,453.66
75760 - TRIO EOC	Navarro,Rachel	9/1/2021	11/30/2026	1,374,645.00	575,773.58	1,070.00	797,801.42
75770 - TRIO SSS	Navarro,Rachel	9/1/2020	8/31/2025	561,000.00	496,220.24		64,779.76
75776 - AANAPISI	Navarro, Rachel	10/1/2021	12/31/2026	1,500,000.00	528,758.30	17,088.20	954,153.50
75780 - TRIO TALENT SEARCH	Myrick,Gareth Sebastian	8/27/2021	11/30/2026	1,576,910.00	720,552.05	2,147.20	854,209.83
75850 - UPWARD BOUND	Myrick,Gareth Sebastian	9/1/2022	11/30/2027	3,301,598.00	762,547.44	5,096.38	2,533,954.18
Department of Social and Health Services		*Total*		405,493.00	272,924.37		132,568.63
82150 - DSHS ORIA	Bean,Scott	7/1/2020	8/31/2024	405,493.00	272,924.37		132,568.63
King County		*Total*		640,465.00	298,484.64		341,980.36
88125 - CORRECTIONS EDU PROGRAM	Jimenez,Eileen	5/1/2023	7/30/2024	640,465.00	298,484.64		341,980.36
National Science Foundation		*Total*		852,000.00	416,997.17		435,002.83
80060 - NSF READY-SET-TRANSFER	*Pugh,Alison*	3/1/2022	2/24/2024	852,000.00	416,997.17		435,002.83
Port of Seattle		*Total*		99,990.00	80,651.47		19,338.53

88250 - PROF TECH GRANTS CONTRACTS	Wade,Veronica		1/8/2021	1/1/2025	99,990.00	80,651.47		19,338.53
State Board for Comm & Tech Colleges		*Total*			1,281,723.00	274,574.20		1,007,148.80
82050 - Adult Basic Education (ABE)	Bean,Scott		7/1/2023	6/30/2024	286,201.00	100,943.60		185,257.40
82055 - BEDA Leadership Block	Bean,Scott		7/1/2023	6/30/2024	5,493.00	1,015.75		4,477.25
82200 - EL Civics	Bean,Scott		7/1/2023	6/30/2024	78,531.00	41,686.71		36,844.29
88125 - CORRECTIONS EDU PROGRAM	Bowers,John		7/1/2023	6/30/2024	82,400.00	55,851.86		26,548.14
88325 - WORKFIRST	Crista,Zinke		7/1/2023	6/30/2024	179,724.00	39,587.34		140,136.66
BFET-24 2023-24 BFET SOUTH	Crista,Zinke		10/1/2023	9/30/2024	649,374.00	35,488.94		613,885.06
WA State Department of Corrections		*Total*			291,182.00	145,128.81		146,053.19
88125 - CORRECTIONS EDU PROGRAM	Jimenez,Eileen		1/1/2023	6/30/2024	291,182.00	145,128.81		146,053.19
Total South					**13,925,863.24**	**6,000,975.14**	**34,131.95**	**7,890,755.23**

Sponsor/Department Description	*PI Manager*	*Start Date*	*End Date*	*Grant Award*	*Expense*	*Encumbered*	*Remaining Budget*
JPMorgan Chase Foundation		*Total*		475,000.00	199,534.11		275,465.89
18660 - JPMORGAN CHASE FND	Wade, Veronica	9/1/2019	6/30/2025	475,000.00	199,534.11		275,465.89
National Science Foundation		*Total*		446,605.00	274,740.97	141,050.51	30,813.52
18600 - 1OF3 NSF PATHWAY-IT	Sullivan, Chris	7/1/2020	9/30/2024	120,477.00	98,823.07		21,653.93
18610 - 1OF3 NSF PATHWAY-SUB	Sullivan, Chris	7/1/2020	7/31/2024	326,128.00	175,917.90	141,050.51	9,159.59
Seattle Housing Authority		*Total*		382,015.00	215,925.35	2,292.18	163,797.47
18730 - SHA NAVIGATOR	Wade, Veronica	10/1/2022	10/31/2024	382,015.00	215,925.35	2,292.18	163,797.47
Seattle Office of Economic Development		*Total*		100,000.00	99,971.28		28.72
18250 - 2223FY OED SCHOLARS & YOUTH PR	Wade,Veronica	10/1/2022	6/30/2024	100,000.00	99,971.28		28.72
State Board for Comm & Tech Colleges		*Total*		3,088,832.00	1,345,024.46	642,200.54	1,101,607.00
18545 - JOB SKILLS PROGRAM (JSP)	Embrey,Robert	7/1/2023	6/30/2024	2,210,751.00	1,191,337.90	634,925.64	384,487.46
18595 - PERKINS GRANT	Wade, Veronica	7/1/2023	6/30/2024	878,081.00	153,686.56	7,274.90	717,119.54
CITY OF SEATTLE		Total		8,974,190.00	4,443,901.06		4,530,288.94
18650 - DW-SEATTLE PROMISE	McMillan, Melody	7/1/2023	6/30/2024	8,974,190.00	4,443,901.06		4,530,288.94
Total District				**13,466,642.00**	**6,579,097.23**	**785,543.23**	**6,102,001.54**

SEATTLE COLLEGES
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INFORMATION ITEM | BOARD OF TRUSTEES

Date Submitted	*Presenter*	*Position*
02/01/24	Julienne DeGeyter	Vice Chancellor, Finance & Operations

Meeting Date	*Topic*
2/8/24	FY 2023 - Estimated Cash Balances – Information only

Background Information (include if applicable: funding, fiscal impact)

This report serves as a current balance sheet as of June 30, 2023, reflecting current assets less current liabilities equal to a reserve balance broken down by fund. Reserve balances can be restricted by purpose or dedicated to fund commitments made for identified needs. Total reserves also include an additional amount required to meet board policy to maintain a district reserve account for meeting short-term obligations and emergency funding for the three colleges and the district. The Operating Reserves Balance is the funds we have available for one-time uses.

Attachments (presentations, supplemental documents, reports, resolutions)

◉ Yes ○ No

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M E M O R A N D U M

TO: Board of Trustees

FROM: Julienne DeGeyter

DATE: February 8, 2024

SUBJECT: FY 2023 - Estimated Cash Balances – Information only

Background

This report serves as a current balance sheet as of June 30, 2023, reflecting current assets less current liabilities equal to a reserve balance broken down by fund. Reserve balances can be restricted by purpose or dedicated to fund commitments made for identified needs. Total reserves also include an additional amount required to meet board policy to maintain a district reserve account for meeting short-term obligations and emergency funding for the three colleges and the district. The Operating Reserves Balance is the funds we have available for one-time uses.

Recommendation

It is recommended that this item be received as information only.

Submitted by:

Julienne DeGeyter
Vice Chancellor for Finance & Operations

Transmitted to the Board with a favorable recommendation

Dr. Rosie Rimando-Chareunsap
Chancellor

FY 2023 - Estimated Cash Balances - Seattle Colleges District

As of June 30, 2023

In general, this should serve as a current balance sheet which has the purpose of showing current assets, liabilities and fund balances. If you use any GL's or accounts that are not included here, add them so that the assets, less liabilities, equal the reserves.

CURRENT ASSETS

CASH (Account 100xxxx except 1000040/1000050))

(examples: in bank, undeposited, petty, retainage held,etc)

1000010	Deposits in Transit	2,129.16
1000020	Petty Cash	14,605.00
1000070	Cash in Bank	13,485,461.16
Total		**13,502,195.32**

INVESTMENTS (Accounts 1000040,1000050, 102xxxx)

1000050	Investments - All,	51,096,638.05
Total		**51,096,638.05**

ACCTs RECEIVABLE (Accounts 1010010-1010130, 1010230-1010250)

(ex: current, unbilled, allowance for DA, other,etc)

1010050	Unbilled Receivable ST	8,203,910.30
1010020	Accounts Receivable ST,	8,543,762.33
1010060	Other Receivable ST	3,937,170.52
1010110	Allow-Uncollectable AR ST	(661,308.66)
1010230	Travel Advances,	19,882.75
1010250	Lease Receivable ST	170,157.80
1011010	SF Tuition Receivable	3,116,706.94
1011020	SF Fees Receivable	769,796.85
1011105	Payment Plan Clearing,	(10,722.97)
1011120	Student R2T4 Loan Receivable	201,484.49
Total		**24,290,840.35**

INTER/INTRA GOV RECEIVABLES (Accounts 1010140-1010160, 1010180)

(ex: due from St. Treasurer, due from fed, due from other gov, due from other agency, etc)

1010150	Due From Fed Government ST	6,670,129.00
1010160	Due From Other Government ST	992,341.74
1010180	Due From Other St Agencies ST	4,721,788.86
1010200	Due From State Allocation	16,996,110.79
Total		**29,380,370.39**

TOTAL ASSETS **118,270,044.11**

CURRENT LIABILITIES

CURRENT (Account 20xxxxx)

(ex: accts payable, retrainage, due to other agency, sales/use tax, def. revenue, accrued liabilities,etc)

20000xx	Accounts Payable General ST,	3,081,092.23
20100xx	Other AP Liabilities ST,	(150,521.00)
2011xxx	Payroll/HCM Payables,	8,091,972.37
2012050	Due to Other State Agencies ST	1,336,224.24
2030010	Deposits Payable ST	110,682.37
2040010	Unearned Revenue	4,625,961.91
2050010	COP Liability ST	994,425.18
2050100	Lease Liability ST	902,853.70

TOTAL LIABILITIES **18,992,691.00**

Reserves Balance

(ASSETS less LIABILITIES) **99,277,353.11**

Dedicated Balances *(provide more information on next tab)*

Below, include only funds that are restricted . In some cases, such as 522, the entire fund balance may be restricted. The codes used to reflect fund balance (cash plus short-term receivables minus short-term liabilities) vary by fund but are in Accounts 3xxxxxx.

	Fund	
Grants and Contracts	145/146	25,223,276.36
Local Capital/Plant Account	147	283,747.79
Dedicated Local Account	148	12,644,415.00
Operating Fees	149	1,974,116.26
Printing	448	(152,999.30)
Motor Pool	460	59,916.20
Students' S&A	522	8,211,957.80
Bookstore	524	3,151,742.07
Parking	528	683,979.29
Food Services	569	(1,225,805.18)
Auxiliary Services	570	13,289,846.86
Housing/Food Services	573	(1,184,206.90)
Clearing	790	4,752,457.98
Grants in Aid	846	(1,803,078.25)
Student Loan Account	849	(108,968.65)
Work Study Account	850	350,776.37
3.5% Needy Student Aid	860	2,298,072.69
Total		**68,449,246.39**

Non-dedicated Reserve Balance **30,828,106.72**

Do not double count funds by putting the same funds in dedicated reserves and BOT reserves.

Board of Trustee's Policy on Reserves:

Seattle College District Policy #608 - District Reserve

Board Policy Reserve Requirement 15,595,642.30

5-10% of aggregate total of annual expenditure budget (using 10% here)

Whether below, at, or above required Board Reserves, provide ACTUAL amount.

Actual amount as of June 30, 2023 30,828,106.72

Operating Reserves Balance

Existing reserve balance less Dedicated Reserves and BOT Reserve **15,232,464.42**

SEATTLE COLLEGES
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INFORMATION ITEM | BOARD OF TRUSTEES

Date Submitted	*Presenter*	*Position*
02/01/24	Julienne DeGeyter	Vice Chancellor, Finance & Operations

Meeting Date	*Topic*
2/8/24	Capital Projects Balances Report 2023-2025 INFO ONLY

Background Information (include if applicable: funding, fiscal impact)

Capital Project Balances as of December 31, 2023.

Attachments (presentations, supplemental documents, reports, resolutions)

(•) Yes ( ) No

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OFFICE OF THE CHANCELLOR

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M E M O R A N D U M

TO: Board of Trustees

FROM: Julienne DeGeyter

DATE: February 8, 2024

SUBJECT: Capital Projects Balances Report 2023-2025 INFO ONLY

Background

Capital Project Balances as of December 31, 2023.

Recommendation

It is recommended that this item be received as information only.

Submitted by:

Julienne DeGeyter
Vice Chancellor of Finance & Operations

Transmitted to the Board with a favorable recommendation.

Dr. Rosie Rimando-Chareunsap
Chancellor, Seattle Colleges

SEATTLE COLLEGES

Capital Projects Report
Funding Report as of 12/31/2023

Prog-Org	Fiscal Year Budget	YTD Expense	Balance	% Spent
CENTRAL	$ 10,417,388	$ 1,416,112	$ 9,001,276	13.6%
NORTH	$ 11,858,639	$ 6,231,315	$ 5,627,324	52.5%
SOUTH	$ 6,898,761	$ 724,043	$ 6,174,717	10.5%
DISTRICT	$ 44,000	$ -	$ 44,000	0.0%
Total SCD	**$ 29,218,787**	**$ 8,371,470**	**$ 20,847,317**	**28.7%**

FY 2023-25 Capital Project Balance Sheet
December Month End Balance

Fund	SEATTLE COLLEGES AI-CLASS-DEPT	Project ID	Activity ID	2023-25 SBCTC Proj #	PWR Contract	Title	For Info. Only 2023-25 SBCTC Budget	2023-25 Biennium Appropr/Reappr	Unalloted Reserve	FY 2023-24 Expenses	Encumbrance	Net Allocation Balance	Percent FY Exp
	SEATTLE CENTRAL COLLEGE												
STATE													
057	D07-901-32057	0000009108	R035	R035		(62) BPH - elevator controls	$ 201,000	$ 201,000				$ 201,000	0.0%
057	D07-901-32057	0000009109	R036	R036		(62) BE - Repair the failing masonry	$ 689,000	$ 689,000				$ 689,000	0.0%
057	D07-901-32057	0000009110	R037	R037	2024-243	(62) MAC - Repair the leaking concrete envelope	$ 50,000	$ 50,000				$ 50,000	0.0%
057	D07-901-32057	0000009112	R039	R039	2024-110	(62) WTC - Repair failing storm lines	$ 50,000	$ 50,000				$ 50,000	0.0%
057	D07-901-32057	0000009113	R040	R040	2024-107	(62) BE - Replace main electrical switchgear.	$ 1,845,000	$ 1,845,000		$ 34,417		$ 1,810,583	1.9%
057	D07-901-32057	0000009114	R041	R041		(62) BE - Replace the obsolete air supply fan system	$ 827,000	$ 827,000				$ 827,000	0.0%
057	D09-901-32057	0000009115	R224	R224	2023-274, 2024-110	(62) Seattle Central College URF	$ 1,144,000	$ 1,144,000		$ 125,477	$ 50,393	$ 968,129	11.0%
057	D11-901-32057	0000009163	R239	R239	2024-106	(62) Erickson Theater - Replace the failing roof.	$ 145,000	$ 145,000				$ 145,000	0.0%
057	D13-901-32057	0000009164	R289	R289	2024-108	(62) Site - Repair the upper pedestrian concrete surfaces	$ 48,000	$ 48,000				$ 48,000	0.0%
057	D15-901-32057	0000009165	R336	R336	2024-256, 2024-107	(62) (assets 5701 & 5702) Replace Primary switchgears	$ 131,000	$ 131,000				$ 131,000	0.0%
057	D15-901-32057	0000009166	R337	R337	2024-111	(62) (asset 5673) Potable Water Meter	$ 27,000	$ 27,000				$ 27,000	0.0%
057	D15-901-32057	0000009167	R338	R338	2024-109	(62) (asset 5680) Replace a Storm Line	$ 62,000	$ 62,000		$ 15,545		$ 46,455	25.1%
057	D15-901-32057	0000009168	R339	R339	2024-113	(62) (asset 5704) Replace a Transformer Three Phase	$ 80,000	$ 80,000				$ 80,000	0.0%
057	D17-901-32057	0000009169	R458	R458	2024-174	(62) Program - BE Student Academic Support Center	$ 1,564,705	$ 1,564,705				$ 1,564,705	0.0%
057	D07-901-32057	0000009438	R571	R571	2022-148	(62) Re-condition Elevators 1&2	$ 387,000	$ 387,000		$ 137,917		$ 249,083	35.6%
057	D07-901-32057	0000009576	R597	R597		(62) Freight Elevator	$ 200,000	$ 200,000				$ 200,000	0.0%
060	D18-901-32060	0000009206	R511	R511		(60) Preventive Facility Maintenance & Building System Repairs (2023-25)	$ 1,190,300	$ 1,190,300		$ 558,426		$ 631,874	46.9%
057	D07-901-32057	0000009609	R610	R610		(62) Replace failing rooftop unit, FA Building	$ 199,000	$ 199,000				$ 199,000	0.0%
057	C27-901-32057	0000009606	R614	R614		(62) Replace a storm line 5680	$ 46,000	$ 46,000				$ 46,000	0.0%
						Subtotal STATE	**$ 8,886,005**	**$ 8,886,005**	**$ -**	**$ 871,783**	**$ 50,393**	**$ 7,963,829**	**9.8%**
LOCAL													
147	R10-221-32147	0000004629	P615	P615	2021-092	(62) Energy Saving Capital Projects	$ 1,113,395	$ 1,113,395		$ 134,321		$ 979,074	12.1%
147	R10-221-32147	0000008293	Q733	Q733	2023-015	(62) Solar Panels	$ 417,987	$ 417,987		$ 410,007		$ 7,980	98.1%
						Subtotal LOCAL	**$ 1,531,383**	**$ 1,531,383**	**$ -**	**$ 544,329**	**$ -**	**$ 987,054**	**35.5%**
						TOTAL CENTRAL	**$ 10,417,388**	**$ 10,417,388**	**$ -**	**$ 1,416,112**	**$ 50,393**	**$ 8,950,883**	**13.6%**

	NORTH SEATTLE COLLEGE												
STATE													
057	C04-901-52057	0000004456	Q118	Q118	2018-771	(63) Library Bldg Renovation (Construction)	$ 7,468,582	$ 6,268,336	$ 1,200,231	$ 5,980,159	$ 170,624	$ 117,554	95.4%
057	D07-901-52057	0000009093	R042	R042	2024-214	(63) Wellness Center - Repair the leaking roof	$ 166,000	$ 166,000				$ 166,000	0.0%
057	D07-901-52057	0000009096	R043	R043		(63) Instructional Building (063-Ib; UFI A04706) - There is a section of ductwork that	$ 50,000	$ 50,000				$ 50,000	0.0%
057	D09-901-52057	0000009097	R218	R218	2024-596	(63) North Seattle College URF	$ 753,000	$ 753,000		$ 61,485		$ 691,515	8.2%
057	D13-901-52057	0000009098	R290	R290	2024-197	(63) Site - Repair failing concrete stairs	$ 55,000	$ 55,000				$ 55,000	0.0%
060	D12-901-52060	0000009099	R307	R307	2024-197	(63) Site - Replace hardscaped pedestrian access paths.	$ 50,000	$ 50,000				$ 50,000	0.0%
060	D12-901-52060	0000009100	R308	R308	2024-197	(63) Site - Repair the leaking concrete parking garage retaining wall located near the ins	$ 33,000	$ 33,000				$ 33,000	0.0%
060	D12-901-52060	0000009101	R309	R309	2024-197	(63) Site - Replace several leaking expansion joints located between building foundatio	$ 83,000	$ 83,000				$ 83,000	0.0%
060	D12-901-52060	0000009102	R310	R310	2024-197	(63) Site - Repair the failing concrete stairs.	$ 142,000	$ 142,000				$ 142,000	0.0%
057	D15-901-52057	0000009103	R340	R340	2024-196	(63) Potable Water Meter (asset 1794)	$ 88,000	$ 88,000				$ 88,000	0.0%
057	D15-901-52057	0000009104	R341	R341	2024-598	(63) Replace Cooling towers (assets 1787 & 1788)	$ 143,000	$ 143,000				$ 143,000	0.0%
057	D15-901-52057	0000009105	R342	R342	2024-597	(63) Replace Retention ponds (assets 1786, 1806 & 1810)	$ 1,568,000	$ 1,568,000				$ 1,568,000	0.0%
057	D15-901-52057	0000009106	R343	R343	2024-597	(63) Replace multiple Swales (assets 1807, 1809 & 1811)	$ 111,000	$ 111,000				$ 111,000	0.0%
057	D17-901-52057	0000009107	R459	R459	2024-198	(63) Program - College Center - Diversity, Inclusion and Equity Center	$ 1,564,705	$ 1,564,705		$ 11,765		$ 1,552,941	0.8%
060	D18-901-52060	0000009206	R511	R511		(60) Preventive Facility Maintenance & Building System Repairs (2023-25)	$ 661,300	$ 661,300		$ 139,098		$ 522,202	21.0%
						Subtotal STATE	**$ 12,936,587**	**$ 11,736,341**	**$ 1,200,231**	**$ 6,192,507**	**$ 170,624**	**$ 5,373,211**	**52.8%**
LOCAL													
147	R10-221-52147	0000004628	P613	P613	2021-053	(63) Energy and Water saving	$ 80,930	$ 80,930				$ 80,930	0.0%
147	R10-221-52147	0000008300	Q732	Q732	2023-010	(63) OCEE Solar Panel	$ 41,367	$ 41,367		$ 38,808		$ 2,559	93.8%
147	R10-221-52147	0000009594	Q655	Q655	2018-771	(63) Library Reno LC	$ 1,900,000	$ 0				$ 0	0.0%
						Subtotal LOCAL	**$ 2,022,297**	**$ 122,297**	**$ -**	**$ 38,808**	**$ -**	**$ 83,489**	**31.7%**
						TOTAL NORTH	**$ 14,958,885**	**$ 11,858,639**	**$ 1,200,231**	**$ 6,231,315**	**$ 170,624**	**$ 5,456,700**	**52.5%**
	SOUTH SEATTLE COLLEGE												
STATE													
057	A03-901-72057	0000004026	GENL	P372	2014-022	(64) Auto Tech Construction	$ 1,161,451	$ 569,181	$ 592,270	$ 297,604	$ 4,027	$ 267,550	52.3%
057	D07-901-72057	0000009187	R044	R044	2022-199	(64)CAB HVAC units	$ 223,000	$ 223,000				$ 223,000	0.0%
057	D07-901-72057	0000009188	R045	R045		(64) Replace the failing windows	$ 34,000	$ 34,000				$ 34,000	0.0%
057	D07-901-72057	0000009189	R046	R046	2024-263	(64) Oly - Repair the stucco	$ 116,000	$ 116,000				$ 116,000	0.0%
057	D07-901-72057	0000009190	R047	R047		(64) Replace concrete panel joints	$ 34,000	$ 34,000				$ 34,000	0.0%
057	D07-901-72057	0000009191	R048	R048	2022-199	(64) Robert Smith HVAC units	$ 199,000	$ 199,000				$ 199,000	0.0%
057	D09-901-72057	0000009192	R229	R229		(64) South Seattle College URF	$ 651,000	$ 651,000		$ 47,107	$ 50,957	$ 552,935	7.2%
057	D11-901-72057	0000009193	R240	R240	2024-263	(64) Olympic Hall roofing	$ 45,000	$ 45,000				$ 45,000	0.0%
057	D11-901-72057	0000009194	R241	R241	2024-263	(64) Heavy Duty Diesel roofing	$ 186,000	$ 186,000				$ 186,000	0.0%
057	D11-901-72057	0000009195	R242	R242	2024-263	(64) JMBrockey roofing	$ 598,000	$ 598,000				$ 598,000	0.0%
057	D13-901-72057	0000009196	R291	R291	2024-264	(64) Site - Replace light poles	$ 441,000	$ 441,000				$ 441,000	0.0%
057	D15-901-72057	0000009197	R344	R344	2024-588	(64) Potable Water Meters 2594 & 2606	$ 153,000	$ 153,000				$ 153,000	0.0%
057	D15-901-72057	0000009198	R345	R345		(64) Replace a Storm Line 2703	$ 258,000	$ 258,000				$ 258,000	0.0%
057	D15-901-72057	0000009199	R346	R346	2024-588	(64) Replace Gas Meters (assets 2627, 2628, 2629 & 2631)	$ 38,000	$ 38,000				$ 38,000	0.0%
057	D15-901-72057	0000009200	R347	R347		(64) Replace Underground storages (assets 2684 & 2716)	$ 241,000	$ 241,000				$ 241,000	0.0%
057	D15-901-72057	0000009201	R348	R348		(64) Replace Primary switchgears (assets 2765, 2767, 2768, 2769, 2776 & 2780)	$ 353,000	$ 353,000				$ 353,000	0.0%
057	D15-901-72057	0000009202	R349	R349		(64) Potable Water Lines (assets 2599, 2600 & 2601)	$ 169,000	$ 169,000				$ 169,000	0.0%
057	D17-901-72057	0000009203	R460	R460	2024-265	(64)Program - Robert Smith MakerSpace	$ 685,005	$ 685,005				$ 685,005	0.0%
057	D17-901-72057	0000009204	R461	R461	2024-265	(64) Program - Rainier Hall Ceramics Studio	$ 879,700	$ 879,700				$ 879,700	0.0%
060	D18-901-72060	0000009206	R511	R511		(60) Preventive Facility Maintenance & Building System Repairs (2023-25)	$ 793,600	$ 793,600		$ 281,878		$ 511,722	35.5%
						Subtotal STATE	**$ 7,258,756**	**$ 6,666,486**	**$ 592,270**	**$ 626,589**	**$ 54,985**	**$ 5,984,913**	**9.4%**
LOCAL													
147	R10-221-72147	0000004627	P614	P614	2021-065	(64) Energy and Water Saving	$ 131,692	$ 131,692		$ 4,252		$ 127,440	3.2%
147	R10-221-72147	0000008301	Q734	Q734	2023-009	(64) Cascade Hall Solar Panels	$ 100,583	$ 100,583		$ 93,203		$ 7,380	92.7%
						Subtotal LOCAL	**$ 232,275**	**$ 232,275**	**$ -**	**$ 97,454**	**$ -**	**$ 134,820**	**42.0%**

					TOTAL SOUTH	**$ 7,491,031**	**$ 6,898,761**	**$ 592,270**	**$ 724,043**	**$ 54,985**	**$ 6,119,733**	**10.5%**
	SEATTLE DISTRICT											
STATE												
057	D09-901-19057	0000009205	R225	R225	(60) Seattle District URF	$ 44,000	$ 44,000				$ 44,000	0.0%
					Subtotal STATE	**$ 44,000**	**$ 44,000**	**$ -**	**$ -**	**$ -**	**$ 44,000**	**0.0%**
					TOTAL SCD	**$ 32,911,303**	**$ 29,218,787**	**$ 1,792,501**	**$ 8,371,470**	**$ 276,002**	**$ 20,571,316**	**28.7%**

SEATTLE CENTRAL COLLEGE

OFFICE OF THE PRESIDENT

206.934.5417 | www.seattlecentral.edu | 1701 Broadway, Seattle, WA 98122

INFORMATION ITEM

To: Board of Trustees

From: Dr. Bradley Lane, Interim President of Seattle Central College
Vice Chancellor of Institutional Effectiveness, Seattle Colleges

Meeting Date: February 8, 2024

Subject: Strategic Planning Process Update – February 2024

Strategic Planning Process Update

During the 2023-2024 academic year, a new districtwide Strategic Plan is in development to establish a set of major goals to be achieved over time across the district and at each college. The foundation for this planning is facilitated at the district level and is formulated through extensive involvement from Central, North, and South. So far, the main focus of our work has been on creating a website, establishing the steering committee, creating frameworks and guidelines, and planning of the Winter 2024 feedback activities.

The steering committee was selected with an attentive focus on ensuring diversity and wide, inclusive representation from across our colleges. The committee is tasked to guide the development of a comprehensive and equity focused strategic and action plan that reflects a common purpose, vision, and goals that can be achieved over time.

The Strategic Planning website includes information from recent Strategic Planning Steering Committee meetings and reference materials that will help facilitate this work, as listed below:

- 2023-2024 Strategic Planning Process Project Plan
- Compiled notes from a SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis
- Guiding principles for data and feedback framework

Feedback activities are planned for Winter Quarter 2024 that will help the committee develop and refine priorities and related strategies for the new strategic plan. These activities engage our internal and external community through a variety of different methods such as surveys, forums, and interviews.

Dr. Bradley Lane
Interim President, Seattle Central College
Vice Chancellor of Institutional Effectiveness, Seattle Colleges

SOUTH SEATTLE COLLEGE

UNITED STUDENT ASSOCIATION

206.934.5332 | www.southseattle.edu | 6000 16th Avenue SW, Seattle, WA 98106

REPORT

To: Board of Trustees

From: Quynh Nguyen, United Student Association (USA) President, South Seattle College

Meeting Date: February 8, 2024

Subject: Report – February Board of Trustees Meeting

USA OPEN HOUSE:

On January 17th, USA sponsored the Winter Welcome Warm Up, an Open House in the Jerry Brockey Student Center (JMB). Our main objective was to guide students towards the resources and support available in the JMB, especially Student Life. We received positive feedback from many students who appreciated our promotional efforts for the event. They now know where to locate our Student Leadership office, Club Center, Game Room, Wellness Center, and Veteran's Center. We feel that we accomplished our goals!

Also, during the event, we found that clubs were grateful for future collaboration opportunities. They were able to promote, and recruit double the number of interested students. As student government, we gathered information on current issues and interests of students. Many expressed interest in volunteering and the work-study program, among others. We are working diligently to follow up with all students.

USA AND DISTRICT COLLABORATION:

Quynh Nguyen, USA President, Cameron Mahon, Treasurer, and Monica Lundberg, advisor), met with Helena Luong, Central's Executive of Finance and Katie Wallace, advisor, on January 23rd. The meeting was a follow-up from last spring's SA Fee Board recommendation at the BOT meeting --to research the potential of S&A fee collecting from Running Start and International students , learn about the commonality and differences of S&A Fee Boards and UT fee committee processes. We are hoping to continue this collaboration and support each other.

USA UPCOMING HAPPENINGS:

USA Voter Educator Esther Djambe is organizing our Legislative Advocacy Day in Olympia on February 22. We hope to have a vocal group of South students sharing their community college experiences with state legislators. The Washington Community and Technical College Student Association legislative agenda topics address:

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- Housing costs
- Texbook affordability
- Opioid Epidemic and Harm reduction
- Student Pay Equity and Increased financial assistance

Also, USA is inviting other students to attend the Washington Oregon Cascadia Higher Education Sustainability Conference (WOHESC) at Western Washington University on March 5. The topics discussed throughout the program focus on social, economic, and environmental topics emphasizing strong connections between campuses throughout Washington and Oregon. Charles Askew, Sustainability officer and USA are looking forward to reviewing applicants and selecting students to attend.

Quynh Nguyen
USA President, South Seattle College

Student Government Association

MEMORANDUM

TO: Board of Trustees, Seattle Colleges

FROM: Student Government Association, North Seattle College

DATE: January 2024

SUBJECT: February Report to the Board of Trustees

Student Government Association 2023-2024 Goals:

- We are prioritizing creating partnerships across departments, local tribes, and empowering students of diverse and underserved backgrounds by curating community.
- Improving student resources as well as making our current resources more known.
- Expanding our disability services
- Completing general repairs
- Making our campus easier to navigate

On Campus Programming:

- **Craft and Coffee (Wednesday, Jan 24th, 2:00 to 4:00pm at Lily Pond Lounge)**

Enjoy a free drink from Black Coffee and crafting your own collage.

- **Club Fair (Wednesday, Jan 10th, 10:00am to 1:00pm at The Grove)**

A fun opportunity for our students to expose themselves to and join our clubs.

Student Governance Goals for Winter Quarter:

- **Get more signage to make Student Leadership more known to our students**
- **Update our website to have more information on Student Leadership**
- **Increasing awareness of our scholarship opportunities**
- **Implementing a mandatory equity, diversity, and sensitivity training for staff and faculty**
- **Expanding the dining hall and bringing back old food services**
- **Improving mental health services**
- **Increasing our amount of all gender bathrooms on campus**

- **SGA Representatives Spotlight:**

For the SGA spotlight for the month of January we would like to recognize Jackie Le. Jackie has been spotlighted because of all the amount of responsibility she's been able to handle both in Student Leadership and NSC's Environmental Justice club. With taking on challenges like updating our website and revitalizing the sustainability fee she has been a true student leader.

SEATTLE COLLEGES
North · Central · South

OFFICE OF THE CHANCELLOR

206.934.3872 | www.seattlecolleges.edu | 1500 Harvard Avenue, Seattle WA 98122

REPORT

To: Board of Trustees

From: Dr. Rosie Rimando-Chareunsap, Chancellor

Meeting Date: February 8, 2024

Subject: Report – February Board of Trustees Meeting

EQUITY, DIVERSITY, INCLUSION, & COMMUNITY

On Friday, January 12, Seattle Colleges hosted the 51st Annual Dr. Martin Luther King, Jr. Celebration where Seattle Fire Department Chief Harold Scoggins served as keynote. My thanks go to our trustees who were able to be a part of that event, and to the many colleagues who worked tirelessly during the coldest week of the year and amidst conversations of possible snow or ice closures, to pull off what I felt was one of the best celebrations to date. It was the second time we hosted it at South Seattle College in partnership with Mt. Zion Baptist Church. We were also able to welcome Rev. Dr. Paris Lee Smith, pastor of Mt. Zion, and have plans to follow up to discuss how to further evolve our half-century partnership.

There is much to note about the day, but one piece I want to reflect on is the history lesson that was embedded in Chief Scoggin's speech. He beautifully delivered via keynote a historical reflection of race relations in the city of Seattle as told through the lens of Black fire fighters. He also demonstrated what it looks like to truly honor the individuals on whose shoulders he and many others now stand on, by naming each one he knew, their impact, and describing their path. It was an incredible gift to hear him speak and to learn alongside so many others in the room.

PARTNERSHIPS

Seattle Promise has become one of our most notable partnership efforts to date, bringing us together with the Seattle Public Schools and the City of Seattle. It is also one of our greatest full-scale student success efforts, with many outstanding metrics that demonstrate real city-wide impact on access and completion, as well as closing opportunity gaps. Our success in this area is dependent on the strength of our partnerships, and our success is being recognized statewide. Melody McMillan and I hosted Dr. Dwane Chappelle, Department Director of the City's Department of Education and Early Learning and Chris Alejano, the K-12/Postsecondary Division Director for a lunch to strengthen our partnership as we head towards a hopeful levy renewal in 2026.

On Tuesday, January 23rd, I was invited to testify alongside Paul Francis, Executive Director of SBCTC and Josie Saccio-Devine, student in the CTC system in support of HB 2309, which would create a statewide "13th year" scholarship for students to attend any of the Washington community and technical colleges.

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In my remarks, I shared the experiences of our Seattle Promise program and responded to legislator follow-up questions about its effectiveness. We are seen as a model that our legislative leaders and many others in the education community hope to replicate statewide. We will continue to report on the progress of this and other related bills (such as HB 2374) in legislative updates during BOT meetings.

GUIDED PATHWAYS

The SBCTC hosted a statewide Guided Pathways Executive Leadership retreat last week (January 21-24) in Blaine, WA, and 17 of Seattle Colleges leaders were in attendance to talk about how we continue to build momentum behind major organizational system change to benefit students and their progress. We heard from national leaders and researchers in community college outcomes, learned from colleagues across the state, and discussed how this statewide transformation effort, now in its 8th year, can be further prioritized in the coming years. It was an energizing few days together and I personally enjoyed "team time" with my colleagues to discuss how we build more momentum behind our colleges' efforts, and how we continue to pursue racial equity through systems change.



Dr. Rosie Rimando-Chareunsap
Chancellor

NORTH SEATTLE COLLEGE

OFFICE OF THE PRESIDENT

206.934.3605 | www.northseattle.edu | 9600 College Way North, Seattle, WA 98103

REPORT

To: Board of Trustees
From: Dr. Rachel Solemsaas, Interim President, North Seattle College
Meeting Date: February 8, 2024
Subject: Report – February Board of Trustees Meeting

INSTITUTIONAL EXCELLENCE

ECE Efforts Underway to Develop Pilot Math Course with Boeing and Childcare Aware WA
In September of 2023, NSC's Early Childhood Education (ECE) team completed phase one of the Math Equity Project in partnership with Childcare Aware Washington and Boeing, and has been invited to participate in phase two, which launched in January 2024. This project aims to develop a MATH 133 course, Math for Early Childhood Educators. The goal is to pilot the course at NSC and pending success, convert the course into a statewide common course.

FINANCIAL HEALTH

Career Launch Enrollment FTEs Grant Applications Approved
The Career Launch Enrollment FTE Students re-distribution 23-24 grant application for NSC's Pharmacy Technician Apprenticeship program has been approved in the amount of $120,000 per year for at least three years, with the possibility of sustained funding if NSC reaches FTE goals for the Pharm. Tech. program. In addition to general outreach and support of the program, the funding will be used to support development of a groundbreaking partnership with Sno-Isle Tech Skills Center, in which the Pharm. Tech. apprenticeship coursework is being taught in collaboration with the Health Care Apprenticeship Consortium to high school students through College in the High School (CHS). NSC is the first in the state to offer a workforce apprenticeship through CHS. NSC is creating a brand new model for apprenticeship education and it is only a matter of time before other institutions in WA State take note.

PARTNERSHIPS

ECE Program and Bainum Family Foundation
NSC's ECE program completed a sixth year of partnership with the Bainum Family Foundation and recently entered a seventh year in January 2024. The primary goal of the partnership is to fund scholarships and community building events, as well as supporting the work of language immersion cohorts. The Bainum Family Foundation works alongside communities experiencing racial and economic disparities to create lasting systems change for the well-being of children and families.

PRIDE POINTS

NSC Faculty Members Recognized by League for Innovation
Seven NSC faculty members were chosen for the 2023-2024 League for Innovation Excellence Awards: William Barry, Computer Science; James Eaton, ESL; Tania Hino, Parent Education; Jessica Logan, ESL; Lauren Psomostithis, Accounting; Paula Rebsom, Art; and Kimberly Tate-Malone, Library. As Excellence

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Awards winners, the faculty members are invited to attend the annual Innovations Conference, on March 17-20 in Anaheim, California. The League for Innovation is an organization for, by and from community colleges. Its mission includes "to cultivate innovation in the community college environment". The Seattle Colleges are founding institutional members.

Puget Sound LSAMP Receives Social Justice Award

On January 12, the Social Justice Award was presented to the Puget Sound Louis Stokes Alliances for Minority Participation (LSAMP), at Seattle Colleges' 51st Annual Community celebration of Martin Luther King Jr. LSAMP is funded by the National Science Foundation and its purpose is to strengthen the preparation, representation, and success of historically underrepresented students in science, technology, engineering, and mathematics (STEM) majors.

SOUTH SEATTLE COLLEGE

OFFICE OF THE PRESIDENT

206.934.5311 | www.southseattle.edu | 6000 16th Avenue SW, Seattle, WA 98106

REPORT

To: Board of Trustees

From: Dr. Sayumi Irey, Acting President of South Seattle College

Meeting Date: February 8, 2024

Subject: Report – February Board of Trustees Meeting

EQUITY, DIVERSITY, INCLUSION, & COMMUNITY

EDIC Hosts 2nd Annual Social Justice Week - During the week of January 15-19, District EDIC hosted a Social Justice Week of speakers. Six speakers were invited to share their stories and experiences navigating education, social institutions, politics, and their racial identity and intersections. South's EDIC Team helped facilitate Q&A, hosted a viewing session in the Center for Equity, Inclusion & Diversity, and attended the Luncheon and evening discussions featuring Dr. Betinna Love. Moving forward, South EDIC plans to invite other social justice speakers to the West Seattle and Georgetown campuses.

Library Hosts Teach-in on Israel and Palestine: Following Social Justice Week for Seattle Colleges, South's Library held a teach-in on January 25 with local Palestinian and Jewish voices. Over 30 attendees took part in deeper conversations in small groups on a range of topics, including the history and rise of antisemitism and how to spot misinformation.

Project Baldwin and EDIC Host Welcome Event: South's EDIC Team invited the campus community to a welcome event on January 25. Attendees explored South's Center for Equity, Inclusion & Diversity (CEID), met Project Baldwin and CEID ambassadors who support our students, and enjoyed food, music and community.

ORGANIZATIONAL EXCELLENCE

Classified Staff Retreat Held at South: Organized by the Classified Development Advisory Committee (CDAC), South welcomed classified staff from across the district to main campus on February 8 for a full day of professional development activities and connection with fellow employees.

GUIDED PATHWAYS

Student Orientation Improvements: South's New Student Orientation team has been working on enhancements to content and support for the Canvas-hosted orientation. This includes an interactive campus map with pictures and location descriptions and interactive knowledge checks on key topics students have told us they need help with: understanding the areas of study, different class formats and available support services.

Instruction Hub Supporting Faculty and Students: In South's most recent Guiding Team meeting on January 18 we highlighted instructional projects for Guided Pathways, including a presentation and panel

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on the implementation results of a faculty-made repository called the Instruction Hub. We heard from new faculty who served as testers of the repository and how it impacted their smooth transition to teaching at South. They highlighted the important impact this repository can have on organizing key information faculty need to support their students as well as opportunities it creates to share best practices and build efficiencies in processes faculty routinely engage in.

Dr. Sayumi Irey
Acting President, South Seattle College

SEATTLE CENTRAL COLLEGE

OFFICE OF THE PRESIDENT

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REPORT

To: Board of Trustees

From: Dr. Bradley Lane, Interim President of Seattle Central College

Meeting Date: February 8, 2024

Subject: Report – February Board of Trustees Meeting

EQUITY, DIVERSITY, INCLUSION, & COMMUNITY

Social Justice Week: On January 19, Seattle Central hosted Dr. Bettina Love, author of the New York Times bestseller *"Punished for Dreaming: How School Reform Harms Black Children and How We Heal,"* at the Broadway Performance Hall as part of the second annual Social Justice Week. Vice President of Instruction, Dr. Chantae Recasner, helped moderate the discussion. Dr. Love is the co-founder of the Abolitionist Teaching Network, which empowers teachers and parents to fight injustice within educational institutions and communities.

ORGANIZATIONAL EXCELLENCE

Re-Engaging Students: Thanks to a new Outreach position which focuses on connecting with students who have stopped out, 135 students have re-enrolled for classes during fall and winter quarter. Students now have one point of contact for questions and help returning to the college.

PARTNERSHIPS

American Dental Education Association: Seattle Central's Dental Hygiene program and Neighborcare Health were featured in the American Dental Education Association (ADEA) magazine highlighting the college's innovative care model. Neighborcare and Seattle Central partner together to provide low-income and uninsured families, immigrants, seniors on fixed incomes, and people experience homelessness with access to oral health care.

Capitol Hill EcoDistrict Masterclass: Seattle Central hosted a community open house that previewed concepts for the activation of campus, the surrounding neighborhood, and greater city of Seattle. Members of the college, neighbors, as well as members from various offices from the city viewed proposed upgrades to Seattle Central's parking garage and activation of Nagle Place, on the back side of the Mitchell Activity Center as part of the Capitol Hill EcoDistrict Masterclass. The goal of these projects is to improve pedestrian access, safety, and environmental resilience of Seattle's neighborhoods.

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PRIDE POINTS

In partnership with Equity, Diversity, Inclusion, and Community, the **M. Rosetta Hunter Gallery** will feature a new exhibition on Tina Bell, a Seattle native and early grunge pioneer. Bell is now credited with shaping the grunge sound, but until recently has been overlooked. *The Queen of Grunge: Portraits of Tina Bell* runs from February 1 – 29.

Seattle Culinary Academy: During winter quarter, Seattle Culinary Academy is celebrating the contributions of Black chefs. Each Thursday, as a capstone project, culinary students will feature a menu inspired by a chef currently working in the profession. The dishes they prepare pay homage to their contributions and are available for faculty, staff, and students to enjoy at the One World Restaurant.

Dr. Bradley Lane
Interim President, Seattle Central College