



SESSION	TIME	LOCATION (HYBRID)	
EXECUTIVE	1:00 p.m.	Closed Session	
STUDY	2:00 p.m.	<b>North Seattle College</b> North Star Dining Room 9600 College Way N Seattle, WA 98103	<b>Zoom</b> <b>URL:</b> <a href="https://zoom.us/j/95603975542">zoom.us/j/95603975542</a> <b>Meeting ID:</b> 956 0397 5542 <b>Passcode:</b> 056799
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. Moving to a Consent Agenda | Chair Rosa Peralta



## 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. Architectural Excavation of Kumasaka Family Farm at North Seattle College | Peter Lortz and Brian Palmer

### 3:10 p.m. ACTION ITEMS

- A. Minutes: September 14, 2023 – Regular Meeting | Pg. 4



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

**A. Introductions**

- i. Dr. Rachel Solemsaas

**B. Transfer of Property at North Seattle College to Bellwether Housing | Lincoln Ferris | Pg. 10**

**C. Seattle Colleges Continuum to Lead with Racial Equity and Becoming an Anti-Racist Institution | D’Andre Fisher | Pg. 56**

**D. Summer 2023 Quarter Final Enrollment Report | Dr. Bradley Lane | Pg. 57**

**4:00 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. Fatuma Mohamed Abdulahi – Central | **Pg. 61**
- iii. Quynh Nguyen - South | **Pg. 64**

**B. Labor Representatives**

- i. WFSE  
AFT Seattle Community Colleges
- ii. AFT-SPS

**C. Chancellor**

**D. Chair**

- i. ACCT Leadership Congress - October 9-12, 2023
- ii. Momentum - October 19, 2023
- iii. Fall ACT Conference - November 16-17, 2023

**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. Dr. Sayumi Irej, Acting President of South Seattle College | **Pg. 65**
- ii. Dr. Rachel Solemsaas, Interim President of North Seattle College | **Pg. 67**
- iii. Kerry Howell, Vice Chancellor of Advancement
- iv. D’Andre Fisher, Associate Vice Chancellor of Equity, Diversity, Inclusion and Community
- v. Cindy Riche, Associate Vice Chancellor and Chief Information Officer
- vi. Julienne DeGeyter, Vice Chancellor of Finance and Operations
- vii. Earnest Phillips, Associate Vice Chancellor of Communications and Strategic Initiatives
- viii. Dr. Bradley Lane, Interim President of Seattle Central College | **Pg. 68**
- ix. Jennifer Dixon, Vice Chancellor Human Resources

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

The next regular meeting of the Board of Trustees will be held on Thursday, November 9, 2023, 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.



SESSION	TIME	LOCATION (HYBRID)	
EXECUTIVE	1:00 p.m.	Closed Session	
STUDY	2:00 p.m.	Seattle Central College BE 1110/1111 1701 Broadway Seattle, WA 98122	Zoom <a href="https://zoom.us/j/92888250915">zoom.us/j/92888250915</a> Meeting ID: 928 8825 0915 Passcode: 158131
REGULAR	2:30 p.m.		

TRUSTEE ATTENDANCE			
Teresita Batayola	Present	Brian Surratt, <i>Vice Chair</i>	Present
Louise Chernin	Present	Rosa Peralta, <i>Chair</i>	Present
Colleen Echohawk	Present		

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

Minutes Prepared By: Ricky Goetz, Senior Executive Assistant to the Board of Trustees

## EXECUTIVE SESSION

1:00 p.m.	AGENDA
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### 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

Chair Rosa Peralta called the study session to order at 2:36 p.m.

#### A. Board of Trustees Self-Evaluation Review

The trustees discussed the results of their annual self-evaluation. It was stated that overall, the self-evaluations noted above average performance. The trustees did discuss briefly nuances of some responses.

A trustee stated the need to return to a digital board management solution. It was stated that the Office of the Chancellor is in the process of acquiring a new board management solution and should be implemented by November – December 2023.

It was also stated that the urgency to end meetings on time. It was stated that steps were being taken to ensure ending on time this academic year including shortening the study sessions and starting the regular sessions 30-minutes earlier.

## REGULAR SESSION

### 2:30 p.m. PRELIMINARY MATTERS

#### A. Call to Order

Chair Peralta called the regular session to order at 2:57 p.m.

#### B. Land Acknowledgments | D'Andre Fisher

D'Andre Fisher, Associate Vice Chancellor for Equity, Diversity, Inclusion, & Community, provided an update related to land acknowledgments at Seattle Colleges.

Chancellor Dr. Rosie Rimando-Chareunsap, the college presidents, and members of the Seattle Colleges attended the Washington State Board for Community and Technical Colleges - Puget Sound Government-to-Government Summit with Tribal Leaders Wednesday, September 6, 2023. At Renton Technical College.

#### Summit Topics:

- Why WA SBCTC launched the Office of Tribal Government Affairs
- What is [RCW 43.376](#) Government-To-Government Relationship Building?
- How Washington Community & Technical Colleges consult with Tribes in meaningful ways?
- Examples of successful partnerships between WA Tribal Sovereigns and Washington Community & Technical Colleges
- Round Table: Tribal Leaders and Community & Technical College Leaders

Concluding this summit, Dr. Rimando-Chareunsap has set forth a charge for the Seattle Colleges to convene an **"Indigenous Partnerships Roundtable"** scheduled for Wednesday, September 27<sup>th</sup>, 1:00pm-3:00pm.

As we engage in processes of bring together our colleagues doing various work, and anyone who is interested within the Seattle Colleges to:

1. **Connect** people, champions, experts, partners across the Seattle Colleges together.



2. **Map** what we are already doing with tribal communities and organizations, with native students, and in the space of indigenous studies or pedagogy; compile into an inventory a reference list we can update and evolve over time.
3. **Identify** opportunities or gaps we can or should be looking at closely at how the Seattle Colleges can create more space/s for the voices of our Indigenous students, staff, and faculty to feel in community- a sense of belongingness and welcomed on our campus.
4. **Recommend** next steps and growth steps for how we deepen meaningful ties with Native/indigenous communities.
5. **Land Acknowledgements** are critical to not become a token gesture. They are not meant to be static, scripted statements that every person must recite in exactly the same way. They are expressions of relationships we have with our tribal leaders and Native/indigenous communities. Therefore, we will hold off on reading the land acknowledgements at this time. We will follow up with next steps on the direction of the Seattle Colleges Land acknowledgement after our **“Indigenous Partnerships Roundtable”** scheduled for Wednesday, September 27<sup>th</sup>, 1:00pm-3:00pm.

**C. Approval of Agenda**

**Motion 1: Trustee Louise Chernin moved to** approve the agenda; motion seconded; motion approved unanimously.

**2:40 p.m. PUBLIC COMMENT**

No public comment was provided.

**2:55 p.m. HIGHLIGHT PRESENTATION**

- A. Equity Can’t Wait Campaign Updates & Momentum Gala Preview | Kerry Howell and Michael Beneke  
Kerry Howell, Vice Chancellor of Advancement, and Michael Beneke, Director of Foundation Communications, provided an update on the Equity Can’t Wait Campaign and provided a preview of the upcoming Momentum Gala which will take place on October 19, 2023.

**Highlights:**

- **Total committed:** \$42,367,109.00
- **Donors:** 2,336
- **Gifts:** 10,181
- Five times more raised annually compared to previous foundation structure.
- Increased funds to scholarships and priority needs at the colleges:

	<b>FY19/20</b>	<b>FY20/21</b>	<b>FY21/22</b>	<b>FY22/23</b>
<b>Scholarships</b>	1,092,991	960,924	1,382,621	1,979,957
<b>Program Support</b>	681,181	668,685	774,003	2,440,597
<b>TOTAL</b>	<b>\$1,774,172</b>	<b>\$1,629,609</b>	<b>\$2,156,624</b>	<b>\$4,420,554</b>

- Funding for EDIC budget priorities:
  - EDIC program funds
  - Project Baldwin
  - Financial aid redesign
  - Enrollment re-engineering
- Funded staff and faculty positions and staff stipends.



**3:10 p.m. ACTION ITEMS**

**A. Minutes**

- a. July 13, 2023 – Regular Meeting
- b. July 25, 2023 – Special Meeting
- c. July 26, 2023 – Special Meeting
- d. July 27, 2023 – Special Meeting
- e. August 2, 2023 – Special Meeting

**Motion 2: Chair Rosa Peralta moved to** approve the minutes for July 13, 2023, July 25, 2023, July 26, 2023, July 27, 2023, and August 2, 2023; motion seconded; motion approved unanimously.

**B. Board of Trustees Committees & Liaisons**

- a. **Finance Committee**
  - i. Teresita Batayola
  - ii. Rosa Peralta
- b. **Foundation Liaison**
  - i. Louise Chernin (corrected spelling of name)
- c. **Legislative Liaison**
  - i. Brian Surratt
  - ii. Louise Chernin
- d. **Strategic Planning Committee**
  - i. Colleen Echohawk
  - ii. Brian Surratt

**Motion 3: Trustee Teresita Batayola moved to** approve the committees and liaisons outlined above with the correction of spelling of Trustee Chernin’s first name; motion seconded; motion approved unanimously.

**3:25 p.m. INFORMATION ITEMS**

**A. Introductions & Accolades**

- I. Dr. Jill Lane
- II. Dr. Sayumi Irey

Dr. Rimando-Chareunsap thanked Dr. Jill Lane for serving as the Interim President of North Seattle College. as It was stated that Dr. Jill Lane will be acting in a new role as the Special Assistant to the President to support the transition to Interim President Dr. Rachel Solemsaas.

Dr. Rimando-Chareunsap welcomed Dr. Sayumi Irey as the Acting President of South Seattle College.

**B. 2022 - 2023 Academic Year Enrollment Report | Dr. Bradley Lane**

Greg Dempsey, Executive Director of Institutional Effectiveness, provided the enrollment report on behalf of Dr. Bradley Lane. Greg provided kudos to Carol Fernandez, Sr. Research & Data Analyst, who was instrumental in putting the data together for this report.

All FTES reported in this report are annualized. It is important to note that one Annualized FTES is equivalent to 45 credits in an academic year. In previous academic years, we have seen declining enrollments. However, a slight increase in Total FTES is reported for each of the Colleges. Compared to the previous academic year, our



district annual Total FTES increased 3%. South Seattle College has increased 6% in FTES. While North Seattle College and Seattle Central College had less than 2% increase in Total FTES, each college had a 6% and 8% increase in total headcount respectively. The following table summarizes Total FTES and headcounts comparisons:

Campus	FTES				Headcount			
	2021-22	2022-23	Change		2021-22	2022-23	Change	
			#	%			#	%
District	12,075	12,442	367	3%	28,971	30,763	1,792	6%
Central	4,782	4,855	73	2%	10,178	11,073	895	8%
North	3,516	3,554	38	1%	10,731	11,394	663	6%
South	3,776	4,033	257	6%	8,892	9,216	324	4%

**C. Capital Projects Balances Report 2021 - 2023 | Julienne DeGeyter**

Julienne DeGeyter, Vice Chancellor of Finance & Operations, provided a brief overview of the provided report in the meeting packet.

**Great work with dollars...**

**D. Capital Projects Balances Report 2023 - 2025 | Julienne DeGeyter pg 26**

Julienne DeGeyter, Vice Chancellor of Finance & Operations, provided a brief overview of the provided report in the meeting packet.

**E. 2023-2024 Finance & Operations Reporting Schedule to Board of Trustees | Julienne DeGeyter**

Vice Chancellor DeGeyter provided an overview of the proposed 2023-2024 Finance & Operations Reporting Schedule to the Board of Trustees. It was requested that the Finance Committee be provided updates at each committee meeting regarding the state of the budgets/reports.

**4:10 p.m. ORAL REPORTS**

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

**A. Labor Representatives**

- i. WFSE  
AFT Seattle Community Colleges
- ii. AFT-SPS

**B. Chancellor**

- i. Leadership Update

**C. Chair**

**D. Trustees**

**E. College Presidents, Vice Chancellors, Associate Vice Chancellors**

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



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

Chair Peralta adjourned the meeting at 4:36 p.m.

The next regular meeting of the Board of Trustees will be held on Thursday, October 5, 2023, at North Seattle College in the North Star Dining Room. There will be a Study Session at 2:00 p.m., and the Regular Meeting will follow at 2:30 p.m.



**Date Submitted Presenter**

**Position**

09/27/23

Lincoln B Ferris

Special Assistant to the Chancellor

**Meeting Date Topic**

10/5/23

Transfer of property at North Seattle to Bellwether Housing

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

Background - In September 2020 North Seattle College issued an RFI soliciting letters of interest from non-profit real estate developers to develop a parcel of land on the campus for affordable housing. In January 2021 the College requested Trustee approval to enter into an Exclusive Negotiating Agreement with Bellwether – Chief Seattle Club to develop the land. 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 property would conflict with certain terms and conditions required to secure project financing. In response, the parties have pivoted from a ground lease to an out-right transfer of the surplus property to the developer. Such a transfer is authorized under RCW 28B.50.090(16), which authorizes the SBCTC to sell CTC surplus property and RCW 39.33.015, which authorizes the transfer for 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 5700 square foot shell building as consideration for the surplus property.

**Attachments (presentations, supplemental documents, reports, resolutions)**

Yes  No



## OPTION AND CONDO UNIT PURCHASE AND SALE AGREEMENT

**THIS OPTION AGREEMENT AND PURCHASE AND SALE AGREEMENT** (“**Agreement**”) is dated \_\_\_\_\_, 2023 (“**Effective Date**”) and is entered into by State of Washington, acting through the State Board of Community and Technical Colleges (“**College**”) and \_\_\_\_\_ (“**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 that certain real property located at [\_\_\_\_\_], Seattle, Washington (“**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 5700 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. As of the Effective Date, Developer has not determined the location and size of the College Unit.

E. 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) **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**”).

(ii) **PROJECT DESIGN DOCUMENTS.** Upon request from College from time to time, Developer agrees to provide College with Developer' 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 sixty (60) days prior to Developer' initial submission to the City of Seattle Design Review Board ("**Initial Submission**"), Developer will provide College with copies of its then most current Draft Design Documents. No later than five (5) business days prior to the Initial Submission, 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. Following the date that Developer obtains approval from the City of Seattle Design Review Board for the Project, Developer shall provide College with the approved design documents for the Project (the "**Project Design Documents**"). The Project Design Documents shall be consistent with and not materially deviate from the Conceptual Plans.

(iii) **SURVEY MAP AND PLANS.** Prior to Closing, Developer shall provide College with a Survey Map and Plans for the Project prepared in accordance with RCW 64.34.232 ("**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. Upon completion of the Condo Documents the parties shall have sufficient information to identify with particularity the "College Unit" and shall amend Exhibit A 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 one hundred eighty (180) 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, terminate this Agreement upon written notice to Developer ("**Termination Notice**") given within ten (10) business days following College's receipt of the Project Design Documents. 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 Chicago Title Insurance Company, 701 Fifth Avenue, Suite 2700, Seattle, Washington 98104, Attn: \_\_\_\_\_ (the "**Title Company**") five percent (5%) of the Purchase Price by cashier's check or wire transfer ("**Earnest Money**").

(iv) **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.

(v) **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. PURCHASE PRICE.** The total purchase price ("**College Unit Price**") for the College Unit is \$1.00.

**6. CLOSING.** Developer shall give written notice to College thirty (30) days prior to the estimated date of Substantial Completion. Provided that College has exercised the Option, 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**").

7. **CONDITION OF COLLEGE UNIT AT CLOSING.** Developer shall deliver the College Unit in Cold Shell Condition (as defined below). 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 Schedule 1 attached hereto.

8. **TENANT IMPROVEMENTS.**

(i) [Comment: We can probably delete this section unless we want Developer to construct the space on behalf of College.] 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 five (5) 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 five (5) Business Days (or such reasonable additional time as may be necessary as agreed to by the parties) after receiving Developer’s comments to cause College’s architect to revise and resubmit the Interior Drawings to Developer. Developer shall have three (3) 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 as a result of the action or inaction of College or its employees, agents or contractors, College shall within thirty (30) days of Developer’s 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 8(ii) shall survive Closing.

9. **CONDITION OF TITLE.**

(iii) College may, in its sole discretion, obtain a title insurance commitment (“**Title Commitment**”) issued by the Title Company showing Developer’s 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.

(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 and (b) all other monetary liens and encumbrances affecting the College Unit caused by Developer, such as mortgages, deeds of trust and mechanic’s liens (the items referenced in (a) and (b) 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**”.

(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 (defined below) 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

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

#### **15. 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). College hereby waives the applicability of RCW 64.90.600 through RCW 64.90.695 including, without limitation, earnest money deposit requirements stated in RCW 64.90.645.

#### **16. 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, 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 15(a) 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. Further, in no event shall anything contained in this Section 15(b) be interpreted to limit or relieve College from its indemnity obligations under this Agreement. **THE AMOUNT PAID TO AND RETAINED BY DEVELOPER AS LIQUIDATED DAMAGES PURSUANT TO THIS SECTION 16(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 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 16(ii), DEVELOPER AND COLLEGE AGREE THAT THIS LIQUIDATED DAMAGES PROVISION IS NOT INTENDED AND SHOULD NOT BE DEEMED OR CONSTRUED TO LIMIT IN ANY WAY COLLEGE'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.**

(i) 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.

## 17. INDEMNIFICATION.

(i) Developer shall indemnify, defend and hold harmless College Indemnitees from and against any and all costs, losses, damages, liabilities and obligations incurred by any College Indemnitee, directly or indirectly, arising from or related to: (a) the Developer ownership of the College Unit accruing on or prior to Closing, whether or not disclosed to College in this Agreement or otherwise; (b) any misrepresentation, breach of representation or warranty, or nonfulfillment of any agreement or covenant on the part of Developer under this Agreement, or any certificate, schedule or other instrument furnished or to be furnished by Developer to College hereunder; and (c) any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses, including, but not limited to, reasonable attorney's fees, incident to any of the foregoing. For purposes of this Section 17, an obligation shall be deemed to have "occurred" on or prior to Closing if it relates to events that occurred prior to Closing even if not asserted until after Closing.

(ii) College shall indemnify, defend and hold Developer and its members, managers, affiliates, agents and representatives (collectively, "**Developer Indemnitees**") harmless from and against any and all costs, losses, damages, liabilities and obligations incurred by any Developer Indemnitee, directly or indirectly, arising from or related to: (a) the Developer ownership of the College Unit first accruing after Closing; (b) any misrepresentation, breach of representation or warranty or nonfulfillment of any agreement or covenant on the part of College under this Agreement, or any certificate furnished or to be furnished by College to Developer hereunder; and (c) any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses, including, but not limited to, reasonable attorney's fees, incident to any of the foregoing.

(iii) If a party ("**Indemnitee**") receives notice of any claim or commencement of any action or proceeding with respect to which the other party (or parties) (each, an "**Indemnifying Party**") is obligated to provide indemnification pursuant to Sections 16(a) or 16(b), the Indemnitee shall promptly give the Indemnifying Party written notice thereof, which notice shall describe the claim in reasonable detail, and shall indicate the amount (to the extent feasible and estimated if necessary) of the claim. The failure of any Indemnitee to promptly give any Indemnifying Party such notice shall not preclude such Indemnitee from obtaining indemnification under this Section 16, except to the extent that such Indemnitee's failure has prejudiced the Indemnifying Party's rights or increased its liabilities and obligations hereunder. The Indemnifying Party may conduct the defense, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, against any such matter involving the asserted liability of the Indemnitee, and the Indemnitee shall cooperate in the defense against any such asserted liability. Neither the Indemnitee nor the Indemnifying Party may settle or compromise any claim over the reasonable objection of the other. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are reasonably necessary or appropriate for such defense.

**18. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

w/copy to: Kantor Taylor PC  
1200 Fifth Avenue, Suite 1910  
Seattle, Washington 98101  
Attn: Andrea Sato  
Email: [asato@kantortaylor.com](mailto: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](mailto:john.delanoy@pacificalawgroup.com)

**19. 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; and College and Developer (each being hereinafter referred to as the “**Indemnitor**” for purposes of this Section) each agrees to defend with counsel reasonably satisfactory to the other party and indemnify the other party from and against all liability, claims, actions, causes of action, suits, demands, damages, or costs of any kind arising from or connected with any broker's or finder's fee or commission or charge claimed to be due any person arising from the Indemnitor's conduct with respect to said transaction. This obligation shall survive and be enforceable following the Closing or termination of this Agreement.

**20. 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.

**21. 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.

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

**23. 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.

(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 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. 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 (1) 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.

**24. 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 or required under law.

**[Signatures Follow]**

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

**Developer:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**College:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A-1**  
**Conceptual Plan**

**General Description:**

**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: \_\_\_\_\_

## Schedule 1

### Cold Shell Specifications

[Sample language. Revise ]

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, trowled 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: \_\_\_\_\_ foot (\_\_\_\_\_) high ceilings 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. Developer shall, thereafter, provide for College's individual meter, service line and panel in the demised College Unit. Panel size shall be 400 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.
    - (b) Developer shall provide rough in water and sewer connections for a kitchen and darkroom.
  4. Mechanical. Developer shall provide standard efficiency roof top gas pack HVAC units with economizers 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 standard temperature controls (not including a DDC system). Thermostats can stubbed to a central location for monitoring, however each system is independently controlled. 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.
    - (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.

## OPTION AGREEMENT AND PURCHASE AND SALE AGREEMENT

**THIS OPTION AGREEMENT AND PURCHASE AND SALE AGREEMENT** (“**Agreement**”) is dated \_\_\_\_\_, 2023 (“**Effective Date**”) and is entered into by State of Washington, acting through the State Board of Community and Technical Colleges (“**College**”) and \_\_\_\_\_ (“**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 that certain real property located at [\_\_\_\_\_], Seattle, Washington (“**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 unit of approximately 5700 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. As of the Effective Date, Developer has not determined the location and size of the College Unit.

E. College desires to acquire an exclusive 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) **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**”).

(ii) **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 sixty (60) days prior to Developer's initial submission to the City of Seattle Design Review Board ("**Initial Submission**"), Developer will provide College with copies of its then most current Draft Design Documents. No later than five (5) business days prior to the Initial Submission, 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. Following the date that Developer obtains approval from the City of Seattle Design Review Board for the Project, Developer shall provide College with the approved design documents for the Project (the "**Project Design Documents**"). The Project Design Documents shall be consistent with and not materially deviate from the Conceptual Plans.

(iii) **SURVEY MAP AND PLANS.** Prior to Closing, Developer shall provide College with a Survey Map and Plans for the Project prepared in accordance with RCW 64.34.232 ("**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. The Condo Documents shall provide sufficient information to identify with particularity the "College Unit" and upon receipt of the Condo Documents the Parties shall amend Exhibit A 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) **Option Term.** The term of the Option shall commence on the Effective Date and shall expire on that date which is one hundred eighty (180) days following College's receipt of the Condo Declaration (the "**Option 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 Option 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 obligated 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's 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. If the failure to exercise the Option results 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, terminate this Agreement upon written notice to Developer (“**Termination Notice**”) given within ten (10) business days following College’s receipt of the Project Design Documents. 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 Chicago Title Insurance Company, 701 Fifth Avenue, Suite 2700, Seattle, Washington 98104, Attn: \_\_\_\_\_ (the “**Title Company**”) five percent (5%) of the Purchase Price by cashier’s check or wire transfer (“**Earnest Money**”).

(iv) **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.

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

**5. PURCHASE PRICE.** The total purchase price (“**College Unit Price**”) for the College Unit is \$1.00.

**6. CLOSING.** Developer shall give written notice to College thirty (30) days prior to the estimated date of Substantial Completion. Provided that College has exercised the Option, 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**”).

7. **CONDITION OF COLLEGE UNIT AT CLOSING.** Developer shall deliver the College Unit in Cold Shell Condition (as defined below). 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 Schedule 1 attached hereto.

8. **TENANT IMPROVEMENTS.**

(i) [Comment: We can probably delete this section unless we want Developer to construct the space on behalf of College.] 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 five (5) 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 five (5) Business Days (or such reasonable additional time as may be necessary as agreed to by the parties) after receiving Developer’s comments to cause College’s architect to revise and resubmit the Interior Drawings to Developer. Developer shall have three (3) 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 as a result of the action or inaction of College or its employees, agents or contractors, College shall within thirty (30) days of Developer’s 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 8(ii) shall survive Closing.

9. **CONDITION OF TITLE.**

(iii) College may, in its sole discretion, obtain a title insurance commitment (“**Title Commitment**”) issued by the Title Company showing Developer’s 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.

(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 and (b) all other monetary liens and encumbrances affecting the College Unit caused by Developer, such as mortgages, deeds of trust and mechanic’s liens (the items referenced in (a) and (b) 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**”.

(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 (defined below) 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.

**10. CASUALTY; CONDEMNATION.** All risk of loss shall remain entirely with Developer until Closing. 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.

**11. 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.

**12. 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.

**13. 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. Upon closing, risk of loss for the College Unit shall pass to the College.

**14. 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.

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

## **15. 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). College hereby waives the applicability of RCW 64.90.600 through RCW 64.90.695 including, without limitation, earnest money deposit requirements stated in RCW 64.90.645.

## **16. 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, 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 15(a) 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. Further, in no event shall anything contained in this Section 15(b) be interpreted to limit or relieve College from its indemnity obligations under this Agreement. **THE AMOUNT PAID TO AND RETAINED BY DEVELOPER AS LIQUIDATED DAMAGES PURSUANT TO THIS SECTION 16(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 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 16(ii), DEVELOPER AND COLLEGE AGREE THAT THIS LIQUIDATED DAMAGES PROVISION IS NOT INTENDED AND SHOULD NOT BE DEEMED OR CONSTRUED TO LIMIT IN ANY WAY COLLEGE'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.**

(i) 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.

## **17. INDEMNIFICATION.**

(i) Developer shall indemnify, defend and hold harmless College Indemnitees from and against any and all costs, losses, damages, liabilities and obligations incurred by any College Indemnitee, directly or indirectly, arising from or related to: (a) the Developer ownership of the College Unit accruing on or prior to Closing, whether or not disclosed to College in this

Agreement or otherwise; (b) any misrepresentation, breach of representation or warranty, or nonfulfillment of any agreement or covenant on the part of Developer under this Agreement, or any certificate, schedule or other instrument furnished or to be furnished by Developer to College hereunder; and (c) any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses, including, but not limited to, reasonable attorney's fees, incident to any of the foregoing. For purposes of this Section 17, an obligation shall be deemed to have "occurred" on or prior to Closing if it relates to events that occurred prior to Closing even if not asserted until after Closing.

(ii) College shall indemnify, defend and hold Developer and its officers, employees, and agents (collectively, "**Developer Indemnitees**") harmless from and against any and all costs, losses, damages, liabilities and obligations incurred by any Developer Indemnitee from any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses, including, but not limited to, reasonable attorney's fees, to the extent arising from or related to College's negligent acts or omissions.

(iii) If a party ("**Indemnitee**") receives notice of any claim or commencement of any action or proceeding with respect to which the other party (or parties) (each, an "**Indemnifying Party**") is obligated to provide indemnification pursuant to Sections 16(a) or 16(b), the Indemnitee shall promptly give the Indemnifying Party written notice thereof, which notice shall describe the claim in reasonable detail, and shall indicate the amount (to the extent feasible and estimated if necessary) of the claim. The failure of any Indemnitee to promptly give any Indemnifying Party such notice shall not preclude such Indemnitee from obtaining indemnification under this Section 16, except to the extent that such Indemnitee's failure has prejudiced the Indemnifying Party's rights or increased its liabilities and obligations hereunder. The Indemnifying Party may conduct the defense of any claims or portions of claims for which indemnification is provided, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, against any such matter involving the asserted liability of the Indemnitee, and the Indemnitee shall cooperate in the defense against any such asserted liability. Neither the Indemnitee nor the Indemnifying Party may settle or compromise any claim over the reasonable objection of the other. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are reasonably necessary or appropriate for such defense. Counsel representing the College as an Indemnitee must be appointed as a Special Assistant Attorney General before providing services on the College's behalf.

**18. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

w/copy to: Kantor Taylor PC  
1200 Fifth Avenue, Suite 1910  
Seattle, Washington 98101  
Attn: Andrea Sato  
Email: [asato@kantortaylor.com](mailto: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@pacificallawgroup.com](mailto:john.delanoy@pacificallawgroup.com)

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

**20. CONSTRUCTION FINANCING.** Developer may 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 any Construction Lender's financing lien at the time of Closing.

**21. 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.

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

**23. 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 their 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.

(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 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. 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 (1) 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.

**24. 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 or required under law.

Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that College is subject to Chapter 42.56 RCW, Washington State's Public Records Act. Any specific information that is claimed by Developer to be confidential or proprietary 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 under the Public Records Act 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, at Developer's expense, 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:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**State Board of Community and Technical Colleges:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A-1**  
**Conceptual Plan**

**General Description:**

**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]*

**State Board of Community and Technical Colleges:**

\_\_\_\_\_

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: \_\_\_\_\_

## Schedule 1

### Cold Shell Specifications

[Sample language. Revise ]

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, trowled 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: \_\_\_\_\_ foot (\_\_\_\_\_) high ceilings 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. Developer shall, thereafter, provide for College's individual meter, service line and panel in the demised College Unit. Panel size shall be 400 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.
    - (b) Developer shall provide rough in water and sewer connections for a kitchen and darkroom.
  4. Mechanical. Developer shall provide standard efficiency roof top gas pack HVAC units with economizers 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 standard temperature controls (not including a DDC system). Thermostats can be stubbed to a central location for monitoring, however each system is independently controlled. 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.
    - (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.



**Date Submitted Presenter**

09/28/23

D'Andre Fisher

**Position**

Associate vice chancellor Equity, Diversity, Inclusion and Community

**Meeting Date Topic**

10/5/23

Seattle Colleges continuum to lead with racial equity and becoming an Anti-Racist Institution.

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

Our mission is to promote equity, diversity, inclusion, and community (EDIC); to ensure just and equitable policies and practices. It is a moral and social justice imperative.

We recognize that ensuring our systems and processes are equitable for our Black, Indigenous, and People of Color (BIPOC) students and employees will take intentional action both immediately and over time.

The charge of the Office of Equity, Diversity, Inclusion, and Community at Seattle Colleges is to work collaboratively to help achieve the strategic goals of Seattle Colleges with priority focus on:

- Student Success - We strive to improve student satisfaction, retention, completion, and job placement, as well as to narrow student performance gaps.
- Equity, Diversity, Inclusion, and Community - We firmly establish equity, diversity, and inclusion as a human right for all. We frame our decisions and actions with this lens and are accountable to the community.

We are also charged with adopting and implementing the Washington State Board for Community and Technical Colleges (SBCTC) Vision Statement:

- 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.
- Seattle Colleges Racial Equity goals 2023-2025

**Theory of Change Framework**

Implementing the Framework for Advancing Racial Equity and Anti-Racism Strategy Districtwide to focus our work supporting the recruitment, retention, and completion of BIPOC and other historically underserved/under-supported students, faculty, staff, administration, and communities.

The framework is a signature work of the National Association of Diversity Officers in Higher Education (NADOHE). It addresses ten priority areas where anti-racism strategies would significantly improve conditions for BIPOC students, faculty, and staff and that are applicable for a variety of college and university types.

**Attachments (presentations, supplemental documents, reports, resolutions)**

Yes  No



**Date Submitted Presenter**

09/26/23

Dr. Bradley Lane

**Position**

Vice Chancellor for Institutional Effectiveness

**Meeting Date Topic**

10/5/23

Summer 2023 Quarter Final Enrollment Report

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

N/A

**Attachments (presentations, supplemental documents, reports, resolutions)**

Yes  No

## INFORMATION ITEM

**To:** Board of Trustees  
**From:** Dr. Bradley Lane, Vice Chancellor of Institutional Effectiveness  
**Meeting Date:** October 5, 2023  
**Subject:** Summer 2023 *Final* Quarterly Enrollment Report

### Summer 2023 Final Enrollment Report

Compared to Summer 2022, there is a **6%** increase in our overall districtwide enrollment. The following table summarizes Total FTES for Summer 2023:

Total				
Campus	Summer 2023	Summer 2022	Change	
			#	%
District	4,548	4,277	271	6%
Central	1,880	1,777	103	5%
North	1,217	1,111	106	9%
South	1,450	1,389	61	4%

Detailed information for FTES type, course intent and student demographics are further outlined in the subsequent pages of this report.

### State FTES

All Colleges reported increases in State FTES for Summer 2023. Compared to Summer 2022, North Seattle College reported a **9%** increase. Seattle Central College and South Seattle College increased **3%** and **6%** respectively. The following table details State FTES:

State				
Campus	Summer 2023	Summer 2022	Change	
			#	%
District	3,765	3,548	217	6%
Central	1,327	1,292	35	3%
North	1,080	985	95	9%
South	1,358	1,272	86	6%

### Contract FTES – Running Start and International

Our District had an overall **8%** decrease of International FTES compared to Summer 2022. While South continues to see decreases in enrollment, Central had an **8%** increase in international FTES. While we

typically do not offer Running Start in the Summer, we reported a total of 24 FTES for this group. The following table details both Running Start and International FTES:

Campus	Running Start				International			
	Summer 2023	Summer 2022	Change		Summer 2023	Summer 2022	Change	
			#	%			#	%
District	24	20	4	17%	262.7	282.5	-19.8	-8%
Central	11	1	10	91%	181.7	167.1	14.6	8%
North	9	6	3	37%	48.4	54.7	-6.3	-13%
South	4	14	-10	-234%	32.6	60.8	-28.2	-87%

### Total FTES by Course Intent

Basic and Transitional Studies (BTS) at all campuses and Intensive English Program (IEP) at Central reported a **17% or more** increase in FTES. College Transfer had an overall **4%** districtwide increase in Total FTES. Professional Technical courses are reporting a small increase in FTES districtwide. The following table provides more detail for Total FTES by student intent:

		District	Central	North	South
College Transfer	Summer 2023	2,122	960	712	449
	Summer 2022	2,040	932	662	447
	% Change	4%	3%	7%	0%
Professional Tech	Summer 2023	982	439	301	242
	Summer 2022	965	467	274	224
	% Change	2%	-6%	9%	7%
Bachelor of Applied Science (BAS)	Summer 2023	36	31	5	
	Summer 2022	45	36	9	
	% Change	-25%	-16%	-80%	
Basic and Transitional Studies (BTS)	Summer 2023	864	351	199	313
	Summer 2022	694	268	166	259
	% Change	20%	24%	17%	17%
Intensive English Program (IEP)	Summer 2023	99	99		
	Summer 2022	74	74		
	% Change	25%	25%		
Apprenticeship	Summer 2023	445			445
	Summer 2022	459			459
	% Change	-3%			-3%

### Total FTES by Demographic Information

Students of Color account for **57%** of Total FTES districtwide, where Asian and Black students are among

the largest group. In the case of gender, female students account for most of the Total FTES for Summer 2023. The following tables provide disaggregated Total FTES by race/ethnic group and gender:

	District	Central	North	South
Asian	838	419	174	245
Black/ African American	704	311	186	206
Hispanic/ Latinx	475	207	114	155
Native American or Alaska Native	11	1	1	10
Native Hawaiian or Pacific Islander	31	10	4	17
Two or More Races	540	229	157	155
White	1,201	382	358	462
Not Reported	748	322	224	202

	District	Central	North	South
Female	2,225	1,019	695	511
Male	2,048	754	419	875
Non-binary	34	27	5	2
Not Reported	240	80	99	61



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



# SEATTLE CENTRAL COLLEGE

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Associated Student Council

## MEMORANDUM

**TO:** Board of Trustees, Seattle Colleges

**FROM:** Associated Student Council (ASC), Seattle Central College

**DATE:** October 4, 2023

**SUBJECT:** October Report to the Board of Trustees

### **New Associated Student Council Members/roles for 2023-24:**

We welcomed and introduced new ASC Members to campus at President's Day on September 21, 2023:

- Fatimah Mohamed Abdullahi, Executive of Administration
- Rio Takahashi, Executive of Communication
- Huyen "Helena" Luong, Executive of Finance
- Nina Lopez, Executive of Student Success
- Alex Akmatov, Executive of Legislative Affairs
- Samantha Fang, Executive of Issues and Concerns

### **Associated Student Council 2023-2024 Goals:**

Throughout our training, we have diligently worked on shaping and refining the key goals and priorities the Associated Student Council (ASC) aims to pursue in the upcoming academic year. These goals encompass a broad spectrum of areas, starting with our commitment to advancing plans for constructing a new student union building, known as the Tiger Union Building, or "TUB" for short. Our aspirations for the year include fostering stronger community engagement around Central and Capitol Hill, boosting attendance and participation at events, creating a more welcoming atmosphere in the reflection room, and hosting scholarship events tailored to international students to reduce their financial burdens. Furthermore, we seek to raise awareness about the available accommodation for all students, such as disability and religious Accommodation. In our ongoing pursuit of enhancing student life, we are exploring avenues to implement cost-saving measures such as providing free or significantly reduced transportation

fees and reducing expenses related to printing and copying. These objectives collectively reflect our dedication to the betterment of our college and the holistic well-being of our student body.

### **Welcome week:**

During the recent Welcome Week organized by Kano Cheng, the Events and Activities Specialist, we had the privilege of engaging with our vibrant student body and gaining valuable insights. Firstly, it has come to our attention that our international students, a valued part of our campus diversity, do not receive a comprehensive campus tour during their orientation, which leaves them with numerous questions and challenges in locating classes, offices, resources, and navigating online portals such as Ctlclick and Canvas. To address this issue, we advocate for developing a tutorial accessible to all students to facilitate their understanding of Ctlclick and Canvas. Furthermore, it is essential to provide language support for our international students, particularly those participating in the SCIE (Seattle Colleges Institute of English) program, to ensure their seamless integration both academically and socially. Additionally, we noted a security concern related to the Broadway Performance Hall, where the absence of a key card entry system necessitates security personnel manually opening the door for late-arriving students, disrupting events and security protocols. We kindly request an exploration of key card entry solutions that can be seamlessly integrated without compromising the architectural integrity of the Broadway Performance Hall.

On a positive note, we are delighted to report the overwhelming success of our outreach efforts during Welcome Week, as evidenced by the enthusiastic participation of students in having coffee and popcorn while meeting various Student Leaders. However, we also acknowledge that areas within our campus remain inaccessible to students with disabilities, highlighting the imperative need for improved accessibility measures. These observations and recommendations reflect our unwavering commitment to enhancing the student experience and fostering inclusivity throughout our institution.

### **Student Leadership Open House:**

On Tuesday, October 2nd, the Student Leadership office hosted an in-person Student Leadership House event. This gathering featured the active involvement of key student leadership boards, including the Associated Student Council (ASC) and the Clubs and Activities Board (CAB). Their presence served to familiarize the student body with the overarching mission of Student Leadership and the diverse range of clubs and committees available to foster student engagement and success. During the event, which spanned from 12:30 to 2:30 p.m., we were delighted to observe an impressive turnout, with more than 70 students in attendance, significantly surpassing the participation numbers from last year's Open House. This heightened enthusiasm among students for the future, as they eagerly anticipate engaging in upcoming in-person activities organized by Student Leadership.

### **Student Involvement Fair (Wednesday, October 18<sup>th</sup> 12:00 to 2:00 pm in Atrium):**

Student Leadership is organizing an in-person student involvement fair to provide students with the opportunity to join a variety of student clubs and organizations. We already have an impressive roster of 24 student clubs and organizations to cater to diverse interests. Notably, we receive new club applications regularly, indicating the potential for a significant increase in clubs

by the end of the quarter. These clubs and organizations are allotted dedicated meeting spaces within the Student Leadership building, facilitating regular gatherings and event planning.

## REPORT

**To:** Board of Trustees

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

**Meeting Date:** October 5, 2023

**Subject:** Report – October Board of Trustees Meeting

### STUDENT LEADERSHIP CONFERENCE AT GREEN RIVER CC AND USA TRAININGS SEPT 6-22

Over the past few weeks, the entire team has experienced significant benefits from the teambuilding and training sessions with our USA Advisor Monica Lundberg. We have debriefed the Student Leadership Conference, categorized our discussion into four main subtopics: Student Leadership, Organization and Planning, Equity, Diversity and Inclusion and Strategies for Implementation, reviewed South's student demographics, complaint process, marketing, surveys, Board of Trustee meetings and reports and more. Each team member has transitioned into their roles, reviewed the bylaws and the SA FEE budget.

During the trainings, we also created to-do lists and brainstormed our goals to focus on this year. Our top priority is to gain a comprehensive understanding of students' needs in our present status as a higher educational institution, especially following the impact from the pandemic.

We also met with some administrators: VP Joe Barrientos, EDI Director Dennis Denman and Interim Dean of Student Life Hip Nguyen.

### OUTREACH

On September 13, we introduced ourselves to the new cohort of Seattle Promise students during the Summer Bridge event in the OLY Hall auditorium. It was good public speaking practice for us to use a microphone and welcome a large group of students. On September 21, President Quynh Nguyen also presented a welcome speech to faculty and staff at President's Day.

We created our first student program, to outreach to students on October 4 in the Game Room.

### FALL QUARTER MEETINGS:

Our weekly meeting dates and time will be on Tuesdays 1-2:30pm in the Jerry Brockey Student Center JMB conference room 128. Acting President Irey will attend the first meeting on September 26.

**Quynh Nguyen**

USA President, South Seattle College

## REPORT

**To:** Board of Trustees

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

**Meeting Date:** October 5, 2023

**Subject:** Report – October Board of Trustees Meeting

### EQUITY, DIVERSITY, INCLUSION, & COMMUNITY

**EDIC Retreat with Georgetown Staff:** South EDIC Team, along with Project Baldwin, facilitated a full day retreat on Sept. 7 for staff at the Georgetown Campus. Learning was centered around the [NADOHE Anti-Racism framework](#) and how EDIC is using it to execute the work we do for Seattle Colleges. EDIC outlined the priorities of the framework followed by a fun trivia game for the group to test their knowledge. Lastly, the Georgetown team participated in small groupwork where they conducted a SWOT analysis of the first four priorities of the NADOHE Anti-racism framework.

### STUDENT SUCCESS

**Starting Fall with Student Support and Community:** South employees volunteered as “Ask Me” navigators for the first two days of fall quarter, helping students find their classes and resources, and handing out water and snacks for a welcoming start. On Oct. 2, Student Life held an Autumn BBQ to feed students and create opportunities to connect and build community.

### ORGANIZATIONAL EXCELLENCE

**President’s Day Kicks Off the Academic Year:** South held President’s Day on Sept. 21, with Acting President Sayumi Irey headlining the event and promoting our plan to be “Stronger Together” (this year’s theme) on behalf of our students. We also heard from student leaders, union representatives, a student panel and Guided Pathways leadership, and welcomed all new employees and those in new roles since last year’s kickoff. Over 140 employees attended.

### PARTNERSHIPS

**South Hosts City Council Debate:** South hosted the Seattle City Council District 1 Debate (sponsored by Seattle City Club and GSBA) on Oct. 3. Dr. Sayumi Irey gave welcoming remarks and spoke about the importance of democracy and the role of our colleges in helping our citizens gain an education and become more engaged community members.

**Georgetown Hosts Labor Leaders Conference:** South’s Georgetown Campus hosted the Pacific Northwest Labor Leaders Workforce Development Conference on Oct. 2-3. The conference covered apprenticeships, the public workforce system, supporting union careers, and leveraging grant

opportunities. Interim Executive Dean of Georgetown Campus Laura Kingston also led a tour of the campus' extensive apprenticeship facilities as part of the agenda.



**Dr. Sayumi Irey**  
Acting President, South Seattle College

## REPORT

**To:** Board of Trustees  
**From:** Dr. Rachel Solemsaas, Interim President, North Seattle College  
**Meeting Date:** October 5, 2023  
**Subject:** Report – October Board of Trustees Meeting

## PARTNERSHIPS/EXTERNAL AFFAIRS

### **Collaborative Efforts with NSC and Sound Transit Yield Donation**

NSC'S Transportation department received a donation of bike lockers from Sound Transit in September. These will be used to create a new bike locker rental program at NSC for students and employees. Providing these lockers will fulfill NSC's obligations to provide commute trip reduction incentives, with the goal of reducing single occupancy vehicle parking on campus. Plans are also underway to reinstate some of the pre-COVID Commute Trip Reduction incentives for Orca card users, bike riders, and walkers.

### **Biomedical Program Collaborates with Nuvolo for New CMMS**

NSC's Biomedical program has entered into a collaboration with [Nuvolo](#) to implement their Computerized Maintenance Management System (CMMS). Nuvolo is a comprehensive platform that offers a connected workplace experience and handles a wide range of tasks, including facilities maintenance, space planning, capital projects, field service management, and sustainability needs. NSC's Biomed program is working on the creation of an environment for hands-on biomed equipment training, which will be equipped with 12 ergonomic workstations, each having access to the Nuvolo CMMS database. This setup mirrors standards in Clinical Engineering labs, such as those at Swedish and Providence hospitals. This initiative will provide students with industry-relevant learning experiences, while enhancing practical learning and better preparing them for their future careers.

### **Pharmacy Technician Program Launches High School Apprenticeship Program**

NSC's Pharmacy Technician program, in partnership with the Healthcare Apprenticeship Consortium (HCAC-Training Fund) has launched the first high school pharmacy technician apprenticeship program in the state at Sno-Isle Tech Skills High School Center. The first day was Sept. 7 with a cohort of 16 students who will gain college credits, an entry-level healthcare license, skilled training and gainful employment in one year. The job market is in high demand for pharmacy technicians and this new program is an opportunity for NSC to meet this need, especially for rural communities in our state.

## PRIDE POINTS

### **Early Childhood Education Program Hosts Student-Led Conference**

The NSC ECE program hosted a student-led conference, ¿Nos Ecushan? Do You Hear Us? 2023 Conferencia, in Spanish on Aug. 5, to elevate the voices of students and their expertise as teachers and their learnings from our program. With 100-day project funding students from NSC's Spanish immersion cohorts presented their work virtually at the conference. There were four presenters from NSC's Spanish ECE AAS graduating cohort and over 45 participants. On Sept. 9, the ECE program hosted another ¿Nos Ecushan? Do You Hear Us? 2023 Conferencia, where seven NSC ECE alumni presented their research and work.

## REPORT

**To:** Board of Trustees

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

**Meeting Date:** October 5, 2023

**Subject:** Report – October Board of Trustees Meeting

## EQUITY, DIVERSITY, INCLUSION, & COMMUNITY

**Community Cultural Wealth in Community College:** Health and Human Service faculty and staff are publishing an entry in the Encyclopedia of Equity, Diversity, Inclusion, and Spirituality titled “Community Cultural Wealth in the Community College.” This entry examines the need for including cultural capital in community colleges using Umoja, Academy for Rising Educators, and the Black Solidarity Think Tank as examples of how the model is applied. Authors include Marco Viniegra, Janet Hinson, Pat Russell, Tracy Cook, Lydia Adira, and Kelle Rose.

## ORGANIZATIONAL EXCELLENCE

**New Student Orientation:** More than 350 students attended SCOOP, the Seattle Central Onboarding and Orientation Program designed to help students get ready for the first quarter in college. Students met peers during Area of Study Sessions, connected with support during the Resource Fair, and were given a campus tour. Over 90 percent of attendees agreed that this new student orientation made them feel more connected to the college.

## PARTNERSHIPS

**Wood Technology Center:** The Seattle Colleges Foundation secured a \$750,000 grant from the Lowe’s Foundation that will benefit the Wood Technology Center. Lowe’s Gable Grant is a 5-year, \$50 million investment designed to create 50,000 new jobs in the construction trades. The grant will support a navigator focused on recruitment and retention of students, a site manager to handle procurement, storage and distribution of materials and tools, and financial support to students needing help acquiring tools of the trade.

**The Washington Bus (WABus):** Seattle Central has partnered with WABus, a community organization dedicated to leadership development and voter mobilization for youth in Seattle. WABus will help with a Get Out the Vote campaign this year to register new voters.



**Seattle Maritime Academy:** Seattle Maritime Academy held their first post-pandemic community event this month. Using funds from the Office of Economic Development grant, this event introduced BIPOC youth and teens of King County to educational and career paths the maritime industry can offer. More than 350 attendees engaged with community-based organizations, maritime industry organizations, rode on the instructor vessel, and experienced the simulation room.

**Dr. Bradley Lane**  
Interim President, Seattle Central College