



## **City Council Regular Meeting - 6:00 p.m.**

### **Welcome and Roll Call**

### **Pledge of Allegiance**

### **Approval of Agenda** (Approved by Motion)

### **Presentations**

- I. New Hires and Retirements
  - Lacey Paulsen, Human Resources Director

**Public Hearing** Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk for distribution.

**Public Comments** Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk for distribution.

**Consent Calendar** Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

### **Minutes**

2. Approval of the February 17, 2026 City Council Regular Meeting Minutes and the February 24, 2026 City Council Workshop Meeting Minutes
  - Jennifer Rogers, City Clerk

### **Ordinances - First Reading**

None.

### **Ordinances - Second Reading & Passage**

3. Ordinance No. 2026-02, Amending Multiple Sections of Richland Municipal Code Title 14: Electricity, related to Standard Construction Allowance, Standard Construction, and Construction Payment Classifications
  - Clint Whitney, Energy Services Director
4. Ordinance No. 2026-03, Establishing and Dedicating Additional Right-of-Way for Trowbridge Boulevard and Southgate Way
  - Carlo D'Alessandro, Public Works Director
5. Ordinance No. 2026-04, Amending the 2026 Budget in Various Funds
  - Brandon Allen, Finance Director

## Resolutions - Adoption

6. Resolution No. 2026-27, Authorizing a Three-Year Agreement with Insight Public Sector for Microsoft Volume Licensing
  - Drew Florence, Assistant City Manager
7. Resolution No. 2026-28, Authorizing a Grant Application to the Continuum of Care and Youth Demonstration Program
  - Mike Rizzitiello, Development Services Director

## Items - Approval

None.

## Expenditures - Approval

None.

## **Items of Business**

8. Resolution No. 2026-29, Authorizing a Special Election on the November 2026 Ballot for Council Position No. 4
  - Heather Kintzley, City Attorney
9. Resolution No. 2026-30, Declaring a Six-Month Moratorium on Siting Less Restrictive Alternative (LRA) Facilities Serving Sexually Violent Predators
  - Joe Schiessl, Deputy City Manager

## **Reports and Comments**

1. City Manager
2. City Council
3. Mayor

## **Adjournment**

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



**WELCOME TO RICHLAND**



WELCOME TO RICHLAND



# Ethan Cowan

*Journey Lineworker*

*Division: Energy Services*

*Hire Date: 02/02/2026*



WELCOME TO RICHLAND



## **Donald Wieber**

*Parks & Public Facilities Project Manager*

*Division: Parks & Facilities*

*Hire Date: 02/02/2026*



WELCOME TO RICHLAND



# Lizbeth Cardenas

*Police Records Specialist*

*Division: Police Services*

*Hire Date: 02/02/2026*



WELCOME TO RICHLAND



## **Jim Bridges**

*Deputy Public Works Director*

*Division: Public Works Administration &  
Engineering*

*Hire Date: 02/02/2026*



WELCOME TO RICHLAND



# Mason Martinell

*Police Officer*

*Division: Police Services*

*Hire Date: 02/05/2026*



WELCOME TO RICHLAND



# Jay Aoyama

*Police Officer*

*Division: Police Services*

*Hire Date: 02/05/2026*



**MINUTES**

Richland City Council Regular Meeting  
Tuesday, February 17, 2026  
Richland City Hall ~ Council Chambers  
625 Swift Boulevard

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**City Council Regular Meeting - 6:00 p.m.**

Mayor Richardson called the Council meeting to order at 6:00 p.m.

**Welcome and Roll Call**

Mayor Richardson welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Richardson	Present
Mayor Pro Tem VanDyke	Present (Remote via Zoom)
Councilmember Holten	Present
Councilmember Jones	Present
Councilmember Maier	Present (Remote via Zoom)
Councilmember Samuel	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Aust, Chief of Police Pilcher, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Parks & Public Facilities Director Waite, Development Services Director Rizzitiello, Public Works Director D'Alessandro and City Clerk Rogers.

**Pledge of Allegiance**

Councilmember Holten led the Council and audience in the Pledge of Allegiance.

**Approval of Agenda**

**COUNCILMEMBER JONES MOVED AND COUNCILMEMBER HOLTEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.**

**Presentations**

1. Tri-Cities Community Action for Responsible Environmental Stewardship (CARES) Update

Paul Krupin, Board Member of Tri-Cities CARES, presented an update on the Horse Haven Hills Wind Project. Mr. Krupin outlined the history and current status of the litigation

regarding the group's efforts to protect the community. Detailed information can be found in the agenda packet.

Following the presentation, Council offered comments and engaged in a question-and-answer session with Mr. Krupin.

## **Public Hearing**

City Clerk Rogers read the Public Hearing and Public Comments procedures.

### **2. Proposed Amendments to the 2026 Budget, Ordinance No. 2026-04**

Mayor Richardson opened and closed the public hearing at 6:23 p.m. No testimony was offered.

### **3. Proposed 2026-2028 Collective Bargaining Agreement with Teamsters, Local No. 839, Resolution No. 2026-25**

Mayor Richardson opened the public hearing at 6:23 p.m. and closed the public hearing at 6:24 p.m. No testimony was offered.

## **Public Comments**

The following individuals provided public comments:

- Scott Anderson, Benton City resident and representative of Reborn Eco Solutions, LLC, requested a meeting with staff to present an abatement plan for the waste-tire nuisance at 2990 Twin Bridges Road. Mr. Anderson provided a brief on Reborn Eco Solutions, LLC's abatement plan for Council's review.

## **Consent Calendar**

City Clerk Rogers read the Consent Calendar.

## **Minutes**

### **4. Approval of the February 3, 2026 City Council Regular Meeting Minutes**

## **Ordinances - First Reading**

5. Ordinance No. 2026-02, Amending Multiple Sections of Richland Municipal Code Title 14: Electricity, related to Standard Construction Allowance, Standard Construction, and Construction Payment Classifications
6. Ordinance No. 2026-03, Establishing and Dedicating Additional Right-of-Way for Trowbridge Boulevard and Southgate Way

## **Ordinances - Second Reading & Passage**

None.

## **Resolutions – Adoption**

7. Resolution No. 2026-19, Establishing Council Assignments for Calendar Years 2026-2027
8. Resolution No. 2026-20, Authorizing a Third Amended and Restated Special Investigations Unit (SIU) Interlocal Agreement
9. Resolution No. 2026-21, Authorizing Award of Bid to Palouse Power, LLC for the 2026 Boring and Cable Replacement Project
10. Resolution No. 2026-22, Authorizing Award of Bid to Big D's Construction of Tri-Cities, Inc. for the Cityview Drive and Truman Avenue Buildout Project
11. Resolution No. 2026-23, Authorizing a Grant Application to the Washington State Department of Transportation's National Highway Freight Program
12. Resolution No. 2026-24, Authorizing a Grant Application to the Freight Mobility Strategic Investment Board's Six-Year Freight Mobility Strategic Investment Program

## **Items - Approval**

13. April 7, 2026 City Council Regular Meeting Start Time - 7:00 p.m.

## **Expenditures – Approval**

14. Expenditures from January 1, 2026 to January 31, 2026 for \$40,825,476.32 including Travel Checks Nos. 20935-20943, Accounts Payable Check Nos. 343172- 344015, Accounts Payable Wire Nos. 10858-10894, Payroll Wires & ACH Nos. 15254-15318, Payroll Check Nos. 237675-237679, and Payroll Direct Deposit Nos. 26140015776-26280016570

**COUNCILMEMBER JONES MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THOSE IN FAVOR: MAYOR RICHARSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

## **Items of Business**

15. Ordinance No. 2026-04, Amending the 2026 Budget in Various Funds

Finance Director Allen presented the proposed 2026 Budget amendments. Approval of Ordinance No. 2026-04 will increase overall appropriations by \$1,031,660 of which \$131,600 is from fund balance and \$900,000 is from new revenue. Finance Director Allen explained that the City is receiving the \$900,000 from a Washington State Department of Commerce Grant for master planning of the Horn Rapids Advanced Clean Energy Park.

**COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER HOLTEN SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2026-04, AMENDING THE 2026 BUDGET IN VARIOUS FUNDS, FOR FIRST READING. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

15. Resolution No. 2026-25, Approving the 2026-2028 Collective Bargaining Agreement with Teamsters, Local No. 839

Human Resources Director Paulsen provided an overview of the key provisions of the proposed 2026-2028 Collective Bargaining Agreement with Teamsters, Local No. 839. She confirmed that the proposed successor agreement is consistent with parameters set by the City Council.

**COUNCILMEMBER HOLTEN MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-25, APPROVING THE 2026-2028 COLLECTIVE BARGAINING AGREEMENT WITH TEAMSTERS, LOCAL NO. 839. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

16. Resolution No 2026-26, Regarding the Reconveyance of Certain Shoreline Property owned by the U.S. Department of the Army Corps of Engineers

Deputy City Manager Schiessl presented an overview of the effort, led by the Tri-Cities Development Council (TRIDEC), to reconvey certain shoreline property owned by the U.S. Department of the Army Corps of Engineers to local city, county and port district governments, as well as federally recognized Indian tribes with treaty-ceded lands in the Tri-Cities area.

Adoption of Resolution No. 2026-26 will authorize the City Manager to execute two separate Memoranda of Agreement (MOA), one between the City of Richland and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), and another between the City of Richland and the Confederated Tribes and Bands of the Yakama Nation, to ensure that treaty rights, cultural resources, and tribal access remain protected if the land is transferred out of federal ownership. The City Manager, or designee, will also be authorized to participate in the federal legislative process as necessary to request congressional direction and authority to implement the shoreline reconveyance.

Deputy City Manager Schiessl also explained that the proposed MOA is specific to the property detailed in the agreement and does not replace or modify the existing MOA between the City and CTUIR. Detailed information can be found in the agenda packet.

Following the presentation, Council offered comments and engaged in a question-and-answer session with staff.

**COUNCILMEMBER JONES MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-26, REGARDING THE RECONVEYANCE OF CERTAIN SHORELINE PROPERTY OWNED BY THE U.S. DEPARTMENT OF THE ARMY CORPS OF ENGINEERS. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

## **Reports and Comments**

### *City Manager*

City Manager Amundson stated that with the adoption of Resolution No. 2026-19, establishing Council assignments for calendar years 2026-2027, staff will notify external organizations and begin scheduling internal meetings. He advised that councilmembers should anticipate attending their respective meetings in the near future.

Next, City Manager Amundson reported that Deputy City Manager Schiessl and Development Services Director Rizzitiello will travel to Olympia the following morning to meet with state legislators and agency representatives. He explained that the meetings are part of the City's ongoing effort to advance the City's legislative platform during the current session and to support Council's adopted legislative priorities.

In conclusion, City Manager Amundson provided an overview of the February 24, 2026 City Council workshop agenda items.

### *City Council*

Councilmember Samuel reported that he attended a meeting at the Richland Community Center, hosted by the Exchange Club of Walla Walla, regarding potential interest in establishing a chapter in the City of Richland. He conveyed that several attendees spoke highly of the facility and described the Community Center as a significant asset to the community.

Next, Councilmember Samuel stated that the Planning Commission is actively reviewing updates to the City's Transportation System Plan. He expressed confidence in the Commission's careful assessment of transportation system conditions and related issues to inform its recommendations.

In conclusion, Councilmember Samuel reported attending the Benton-Franklin Council of Governments (BFCOG) community forum. He noted strong community participation and stated that attendees identified the region's primary transportation challenges as driver behavior, congestion, and highway safety. BFCOG identified safer intersections, road maintenance, and safer street crossings as the region's top priorities.

Councilmember Holten shared that she attended a Parks & Recreation Commission meeting where Dave Comstock, Friends of Badger Mountain (FOBM) Board Director, delivered a presentation regarding proposed connecting trail segment projects. She expressed enthusiasm for the project and anticipation for an upcoming FOBM presentation to City Council.

Councilmember Whitten expressed support for the development of a collaborative relationship with the Yakama Nation through the MOA associated with the adoption of Resolution No. 2026-26.

Councilmember Maier reported that Ben Franklin Transit ridership for the month of January exceeded 53,000 in the City of Richland, and that he was recently elected BFT Board Vice-Chair, which he stated gives Richland a stronger voice in regional transit matters.

Councilmember Jones and Mayor Pro Tem VanDyke had no comments.

#### *Mayor*

Mayor Richardson thanked councilmembers for their active involvement in their assigned roles and responsibilities. She then reported attending a recent Port of Kennewick meeting and shared observations regarding jurisdictional differences in how meetings are conducted.

Next, Mayor Richardson stated that the recently identified per- and polyfluoroalkyl substances (PFAS) contamination discovered at Vista Field appears to be localized, does not present a significant concern, and that construction is expected to resume shortly.

In conclusion, Mayor Richardson summarized a recent landfill tour and expressed appreciation for the behind-the-scenes operations that support the community's quality of life. She noted that improvements are planned to enhance the public's engagement.

#### **Executive Session**

17. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (45 minutes)

At 7:28 p.m., Mayor Richardson announced that Richland City Council would convene in executive session for 45 minutes to discuss current or potential litigation with legal counsel. A brief transition from the Council Chambers to the executive session room

occurred, with the executive session beginning at 7:30 p.m.

Individuals present during the executive session were Mayor Richardson, Mayor Pro Tem VanDyke, and Councilmembers Holten, Jones, Maier, Samuel and Whitten. Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, and City Attorney Kintzley.

At 8:15 p.m., Mayor Richardson extended the executive session an additional 30 minutes.

Council exited the executive session at 8:27 p.m. with no further action taken.

**Adjournment**

Mayor Richardson adjourned the meeting at 8:27 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Theresa Richardson, Mayor

\_\_\_\_\_  
Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



## MINUTES

Richland City Council Workshop Meeting  
Tuesday, February 24, 2026  
Richland City Hall ~ Council Chambers  
625 Swift Boulevard

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### City Council Workshop - 6:00 p.m.

Mayor Richardson called the Council workshop to order at 6:00 p.m.

Attendance: Mayor Richardson	Present
Mayor Pro Tem VanDyke	Present
Councilmember Holten	Present
Councilmember Jones	Present
Councilmember Maier	Present
Councilmember Samuel	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Pilcher, Fire Chief Aust, Energy Services Director Whitney, Finance Director Allen, Parks & Public Facilities Director Waite, Public Works Director D'Alessandro, and City Clerk Rogers.

### Agenda Items

#### 1. Automated Traffic Enforcement

Assistant City Manager Florence provided a high-level overview of automated traffic enforcement as an introductory discussion to outline recent changes in state law, explain how a program would operate, and gauge Council's interest before bringing forward any formal action.

He described automated traffic enforcement as one component of the City's broader traffic safety strategy, alongside education and engineering, and explained that it is intended to reduce speeding and improve safety. Assistant City Manager Florence provided a brief statistical analysis of existing local government programs, reviewed statutory requirements governing authorized locations, equity analysis, data privacy and ownership, transparency and reporting, acceptable uses of program revenue, how violations would be processed, and common misconceptions.

Assistant City Manager Florence concluded the presentation by providing an overview of potential next steps should Council wish to proceed with further evaluation and ordinance development.

Councilmembers engaged with staff throughout the presentation, asking clarifying questions and offering feedback regarding location selection, privacy safeguards, fiscal impacts, and overall implementation considerations.

Detailed information can be found in the PowerPoint Presentation included in the agenda packet.

## 2. 2027 Strategic Plan Preparation

City Manager Amundson introduced the topic and turned the floor over to Assistant City Manager Florence, who provided a high-level overview of the strategic planning process. He presented a summary of completed and ongoing initiatives within the five (5) established strategic priorities outlined in the 2024-2026 Strategic Plan, as well as unanticipated projects and emerging issues that have required staff resources.

At the conclusion of Assistant City Manager Florence's presentation, City Manager Amundson presented next steps and sought direction from Council on how to approach the Strategic Plan update process moving forward.

Following the presentation, councilmembers asked questions and discussed next steps for the Strategic Plan. A majority of Council expressed support for refreshing and updating the existing framework rather than conducting a full redesign. Councilmembers emphasized incorporating ongoing projects, engaging new councilmembers in the process, evaluating accomplishments, and distinguishing between long-term priorities and shorter-term implementation actions. Council indicated general support for conducting a facilitated retreat to review and update the Strategic Plan.

Detailed information can be found in the PowerPoint Presentation included in the agenda packet.

### **Future Workshop Agenda Items**

City Manager Amundson requested Council's input regarding future workshop agenda items. Councilmembers identified several potential topics for future workshop discussion, including:

- Animal Control and Tri-Cities Animal Services Operations
- Benton County Emergency Services
- Capital Improvement Program (CIP) Projects
- City Facilities and Operations Tour
- Government Housing and Core Area Reinvestment
- Grant Processes and Strategy
- Land Use Easements for Reconveyed Parcels
- Local organization presentations

Regarding local organization presentations, City Manager Amundson suggested that requests for presentations could be scheduled upon confirmation of majority Council support, with established guidelines to ensure presentations remain concise and consistent with Council's expectations.

**Executive Session**

1. Executive Session Per RCW 42.30.110(1)(b): Discuss Lease or Purchase of Real Estate if Disclosure Would Increase Price (30 minutes)

At 7:26 p.m., Mayor Richardson announced that Richland City Council would convene in executive session for 30 minutes to discuss lease or purchase of real estate pursuant to RCW 42.30.110(1)(b). A ten (10) minute recess was taken, and the executive session commenced at 7:36 p.m.

Individuals present during the executive session were Mayor Richardson, Mayor Pro Tem VanDyke, and Councilmembers Holten, Jones, Maier, Samuel and Whitten. Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, and Chief of Police Pilcher.

At 8:06 p.m., Mayor Richardson extend the executive session by 15 minutes.

Council exited the executive session at 8:21 p.m.

**Adjournment**

Mayor Richardson adjourned the meeting at 8:21 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Theresa Richardson, Mayor

\_\_\_\_\_  
Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2026

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 2 - Financial Sustainability

### Subject

Ordinance No. 2026-02, Amending Multiple Sections of Richland Municipal Code Title 14: Electricity, related to Standard Construction Allowance, Standard Construction, and Construction Payment Classifications

### Department/Office

Energy Services

### Ordinance/Resolution Number

2026-02

### Document Type

Ordinance

### Recommended Motion

Give second reading and pass Ordinance No. 2026-02, amending multiple sections of Richland Municipal Code Title 14: Electricity, related to standard construction allowance, standard construction, and construction payment classifications.

### Summary

Title 14 of the Richland Municipal Code (RMC) is periodically amended to align with current utility practices, eliminate conflicts and ambiguities, and ensure compliance with state law. Title 14 RMC governs the City's electric utility, including service to customers connected to the electrical distribution system and requirements for new or modified electrical facilities.

On September 19, 2006, Richland City Council adopted the Utility Financial Operating Policy, which established the principle that current and future customers within each rate class should pay their fair share of the cost of service.

For new development, the City's line extension process includes construction cost estimates for installation of the interconnection to the electrical distribution system. Ordinance No. 2026-02 will remove obsolete references to construction allowances that were eliminated through prior code amendments, and eliminate the provision allowing refunds for each newly connected residential service. These changes ensure that construction estimates recover the full cost of interconnection, and are consistent with the City's cost-of-service principles.

Line extensions of the City's electrical distribution system may include cost sharing between developments through a latecomer agreement. Ordinance No. 2026-02 will extend the eligibility period for cost sharing under a latecomer agreement from five years to ten years, providing additional time for subsequent development to equitably share in the cost of installed infrastructure.

Ordinance No. 2026-02 would apply to new line extension requests that are not fully vested as of March 9, 2026, the effective date of the ordinance.

Staff recommends approval of Ordinance No. 2026-02 for second reading and passage.

### Fiscal Impact

In recent years, the City has issued approximately \$170,000 annually in refunds for new residential services. Approval of the proposed ordinance would eliminate the refunds, resulting in an estimated average annual reduction in utility costs of approximately \$170,000.

### Attachments

- I. Ordinance No. 2026-02

**ORDINANCE NO. 2026-02**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,  
AMENDING MULTIPLE SECTIONS OF RICHLAND MUNICIPAL  
CODE TITLE 14: ELECTRICITY, RELATED TO STANDARD  
CONSTRUCTION ALLOWANCE, STANDARD CONSTRUCTION,  
AND CONSTRUCTION PAYMENT CLASSIFICATIONS.**

**WHEREAS**, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring local ordinances into alignment with developed practices, to eliminate conflicts and ambiguities, and to bring local laws into compliance with state law; and

**WHEREAS**, the City of Richland, through Richland Energy Services (RES), operates and maintains an electric utility that delivers power to customers served by RES, with a focus on system reliability and maintaining rates as low as reasonably possible; and

**WHEREAS**, the City's Utility Financial Operating Policy, adopted by Richland City Council on September 19, 2006, established a principle that current and future customers within each class will pay their fair share of the cost of service; and

**WHEREAS**, this Ordinance applies to line extensions supporting development installations that are not vested as of March 9, 2026, in accordance with Washington State's vesting doctrine.

**NOW, THEREFORE, BE IT ORDAINED** by the City of Richland as follows:

Section 1. Richland Municipal Code Chapter 14.08, entitled Definitions, as originally enacted by Ordinance No. 90, and last amended by Ordinance No. 13-19, is hereby amended as follows:

**Chapter 14.08  
DEFINITIONS**

**Sections:**

- 14.08.010 Definitions.**
- 14.08.015 Avoided cost.**
- 14.08.020 Billing month.**
- 14.08.025 Chief electrical engineer.**
- 14.08.030 Customer.**
- 14.08.040 Construction costs of distribution facilities.**
- 14.08.050 Construction payment.**
- 14.08.060 Demand.**
- 14.08.070 Department.**
- 14.08.075 Director.**
- 14.08.080 Distribution extension.**
- 14.08.090 Distribution reinforcement.**
- 14.08.100 Extension completion date.**
- 14.08.110 Indeterminate service.**

- 14.08.115 *Repealed.*
- 14.08.120 Multiple dwellings.
- 14.08.130 Net metering.
- 14.08.140 On-peak period.
- 14.08.150 Permanent service.
- 14.08.160 Person.
- 14.08.170 Point of delivery.
- 14.08.175 Power quality.
- 14.08.180 Refund of construction payment.
- 14.08.190 Residence.
- 14.08.200 Service lateral.
- 14.08.205 Special equipment.
- ~~14.08.210 Standard construction allowance.~~
- 14.08.220 Temporary service.
- 14.08.230 Traffic management systems.

**14.08.010 Definitions.**

The following words and phrases shall, when used in this title, have the meanings attributed to them in this chapter.

**14.08.015 Avoided cost.**

“Avoided cost” means the cost to the electric utility of electric energy which could be purchased from another source.

**14.08.020 Billing month.**

“Billing month” means the month which includes the last day of the period of electrical consumption for which the customer will be billed.

**14.08.025 Chief electrical engineer.**

“Chief electrical engineer” means the chief electrical engineer of the department.

**14.08.030 Customer.**

“Customer” means any person who uses, has used, or has contracted to use department electric energy.

**14.08.040 Construction costs of distribution facilities.**

“Construction costs of distribution facilities” means the combined costs of all facilities necessary to the distribution extension or reinforcement, including satisfactory right-of-way.

**14.08.050 Construction payment.**

“Construction payment” means the amount advanced by the applicant to pay all construction costs ~~in excess of the standard construction allowance.~~

**14.08.060 Demand.**

“Demand” for any billing period means the average kilowatt delivery during the 30-minute period in which the consumption of energy is the greatest during the billing period.

**14.08.070 Department.**

“Department” means the energy services department of the city.

**14.08.075 Director.**

“Director” means the director of the department.

**14.08.080 Distribution extension.**

“Distribution extension” means distribution facilities including primary and secondary distribution lines, service laterals, and all appurtenant facilities excepting ~~transformers and~~ meters necessary to supply service to an additional customer.

**14.08.090 Distribution reinforcement.**

“Distribution reinforcement” means increase in size of existing facilities necessitated by applicant’s estimated electric requirements

**14.08.100 Extension completion date.**

“Extension completion date” means the date on which the construction of the distribution extension or distribution reinforcement is completed as shown by the city’s records.

**14.08.110 Indeterminate service.**

“Indeterminate service” means service where the amount and permanency of service cannot be assured including industrial or commercial enterprises of speculative nature, real estate subdivisions, development of property for sale, enterprises where the applicant will not be the user of electric service or where there is little or no immediate demand for service.

**14.08.115 Investment cost recovery incentive.**

*Repealed by Ord. 13-19.*

**14.08.120 Multiple dwellings.**

For rate purposes, premises including two or more residential units are residences only if separate metering circuits for each unit are provided without costs to the department. All other premises including two or more residential units shall be considered multiple dwellings. Such premises are billed at a commercial rate.

**14.08.130 Net metering.**

“Net metering” is the application of metering that measures the net difference between delivered real energy (kWh) to a customer and received real energy (kWh) from a customer’s net metering system over a billing interval as defined in Chapter 80.60 RCW or hereafter amended.

**14.08.140 On-peak period.**

“On-peak period” means the interval of time from 7:00 a.m. to 10:00 p.m., Monday through Saturday. All other hours are considered the “off-peak period.”

**14.08.150 Permanent service.**

“Permanent service” means service to residential, commercial or industrial customers where the use of service, including amount and permanency, can be reasonably assured.

**14.08.160 Person.**

“Person” means any natural person, firm, partnership, or corporation.

**14.08.170 Point of delivery.**

“Point of delivery” means the point where the department’s electric facilities are first connected to the electric facilities of a customer. The location of the point of delivery will be determined by the city in accordance with standard practice or as individual circumstances may dictate.

**14.08.175 Power quality.**

Acceptable “power quality” at the point of common coupling demarcation point is that which meets general, steady state, transient, and harmonics recommendations of ANSI C84.1, IEEE 1159, IEEE 1250, IEEE 519, IEEE 446, IEC 868, and other recognized standards as determined by the chief electrical engineer. Interconnection power quality shall additionally meet recommendations of IEEE P1453 and IEEE 929.

**14.08.180 Refund of construction payment.**

“Refund of construction payment” means the amount of construction payment returned to customers or assignees by the city.

**14.08.190 Residence.**

“Residence” means any residential unit with a separate meter, any mobile home in a mobile home park if it is supplied with electricity through a separate meter, and any house or building used on a farm; any building used as a place of worship, school, grange building, or building used by a fraternal organization, if the connected load is less than 25 kilowatts.

**14.08.200 Service lateral.**

“Service lateral” means the secondary overhead or underground electric circuit and associated facilities located between the department’s distribution line and the point of delivery to a customer. Service lateral provides service for customer’s exclusive use.

**14.08.205 Special equipment.**

“Special equipment” means equipment above and beyond what is normally included in each rate structure to provide electrical service on the distribution system. Special equipment is items not stocked as part of warehouse inventory and ordered for specific installations at a customer’s request with the intent of providing additional reliability, capacity, or enhanced service.

~~**14.08.210 Standard construction allowance.**~~

~~“Standard construction allowance” means that portion of necessary construction made by the department at its expense. Separate allowances will be established for residential customers and for nonresidential customers.~~

**14.08.220 Temporary service.**

“Temporary service” means service to customers where the expected period of usage is less than 12 months, including service to circuses, bazaars, fairs, concessions and construction sites.

**14.08.230 Traffic management systems.**

“Traffic management systems” shall be as defined and described in WAC Title 296, WAC 296-46B-010(16) through (23).

Section 2. Section 14.16.050 of the Richland Municipal Code, entitled Underground service lines, as originally enacted by Ordinance No. 90, and last amended by Ordinance No. 2022-32, is hereby amended as follows:

**14.16.050 Underground service lines.**

The department will provide underground electric service in accordance with the following regulations:

A. Underground Service to a Development.

1. Primary Service Lines. High voltage underground service will be provided to developments where feasible. The department will provide and install, at developer's cost, cable, junction boxes, ~~and~~ pad-mounted transformers, and any other equipment necessary to provide service, and will coordinate the work with any other utilities involved for that portion of construction performed by the department. Developer will provide and install, at no cost to the department, the conduit and vault system as designed by the department.

2. Secondary Service Lines. The department will provide and install, at developer's cost, cable and junction boxes. Developer will provide and install, at no cost to the department, the conduit system as designed by the department.

3. Residential Service Lines. The service lines between the transformer, the secondary service lines or distributing points will, except for trenching and conduit, be installed by the department, at developer's cost, and sized to provide adequate service reliability, voltage regulation and safety.

4. Commercial Service Lines. See subsection D of this section.

B. Underground Service to a Subdivision.

1. Primary Service to a Subdivision. The department will provide and install, at developer's cost, cable, junction boxes, ~~and~~ pad-mounted transformers, and any other equipment necessary to provide service, and will coordinate the work with other utilities involved for that portion of construction performed by the department. Developer will provide and install, at no cost to the department, the conduit and vault system as designed by the department.

2. Secondary Service Lines. The department will provide and install, at developer's cost, cable and junction boxes. Developer will provide and install, at no cost to the department, the conduit system as designed by the department.

3. Service Lines. All service lines will be underground except in those instances where the owner or builder has justifiably proved that it is not feasible and that overhead lines are required.

C. Conversion of Existing Overhead to Underground.

1. Service Lines. Existing overhead service lines may be converted to underground as follows:

a. Customer Convenience. When the customer wishes to have overhead services placed underground before normal replacement is required, the department will inspect premises and prepare cost estimates of the new installation. If it is determined that underground installation is feasible, the customer will be advised of technical aspects of their part in revamping building

service entrance. The department will install underground service from pole to the customer's point of connection and prorate charge to the customer on the following basis:

- i. Customer provides trench and conduit and pays all costs incurred.
  - ii. Customer shall be responsible for coordinating with other utilities which may be affected.
- b. Department Convenience. When it becomes necessary to relocate service lines for reasons pertinent only to the department, each customer will be offered an opportunity to convert his entrance to concealed underground service and assume at least a portion of the expense. The department will install a conduit riser on outside of building to connect from underground to existing entrance connection in those instances where customer does not desire a concealed service entrance.
2. Secondary Service Lines. These lines are only for use by the department and will be placed underground where feasible.
3. Primary Service Lines.
- a. Customer Convenience. All primary lines may be placed underground for customer's convenience with the total cost of the project paid by a local improvement district and/or the customer.
  - b. Utility Department Convenience. The department may convert primary service lines in an entire area from overhead to underground when pole deterioration or other factors pertinent to the operation of an electric utility makes such work necessary.

D. Commercial and Industrial Services.

1. Underground service to commercial and industrial customers will be provided and owned by the customer.
2. Since commercial and industrial installations combine varied arrangements, the director reserves the right to evaluate each individual installation.

E. Easements. The department will be provided with necessary easements at no cost to the City.

F. Overhead Services. Overhead services can be provided from an underground installation where justified by setting a short service pole adjacent to the power source.

Section 3. Section 14.24.210 of the Richland Municipal Code, entitled Renewable energy system incentive, as originally enacted by Ordinance No. 13-19, and last amended by Ordinance No. 2023-28, is hereby amended as follows:

**14.24.210 Renewable energy system incentive.**

The department may offer a renewable energy system incentive program that shall be governed by RCW 82.16.160, 82.16.165, 82.16.170 and 82.16.175 and Chapter 504-49 WAC as written or hereafter amended.

Customers participating in the renewable energy system incentive program with systems approved and installed after November 1, 2018, shall be assessed a program ~~and production meter~~ fee as listed in the city fee schedule.

Section 4. Richland Municipal Code Chapter 14.30 entitled Line Extensions, as originally enacted by Ordinance No. 90, and last amended by Ordinance No. 2022-32, is hereby amended as follows:

### **Chapter 14.30 LINE EXTENSIONS**

**Sections:**

- 14.30.010 General provisions.**
- 14.30.020 Ownership of facilities.**
- 14.30.030 Standard construction and construction payment classifications.**
- 14.30.040 Calculation and payment of refund.**
- 14.30.050 Reinforcements.**
- 14.30.060 Overhead to underground conversion, relocations.**
- 14.30.065 Special equipment.**
- 14.30.070 Exceptions.**

**14.30.010 General provisions.**

When one or more applicants request overhead or underground electric service at premises not connected to the department's distribution system or request an increase or change in service to premises already connected where such increase necessitates additional investment, the department, after consideration of applicant's electric requirements, will designate the service requested as permanent, indeterminate or temporary in accordance with the definitions.

The determination of facility type and routing will be made by the department to be consistent with the characteristics of the territory in which service is to be rendered and the nature of the department's existing facilities in the area.

In all cases, the facilities provided will be constructed to conform to the department's construction specifications. Distribution line extension contracts will be based upon the department's estimate of the cost of construction and installing the facilities necessary to adequately supply the service requested by the applicant. Such cost will include the cost of all materials, labor, rights-of-way, trench and backfill, tree trimming, etc., together with all incidental and overhead expenses connected therewith including, but not limited to, engineering and legal expenses. Where special items, not incorporated in said specifications, are required to meet construction conditions, the cost thereof will also be included.

**14.30.020 Ownership of facilities.**

Distribution system extensions installed by the department shall be and remain the property of the department and any payments made by the applicant shall not entitle the applicant or anyone other than the department to any ownership and easement right herein.

### 14.30.030 Standard construction and construction payment classifications.

A. Permanent Service. Permanent service is applicable to overhead or underground electric line extensions for secondary or primary service where the use of service is to be permanent and where a continuous return to the department of sufficient revenue to support the necessary investment is reasonably assured.

Applicant shall be required to pay to the department as a construction payment all estimated costs for electric distribution facilities necessary to serve applicant ~~in excess of the standard construction allowance~~. Said construction payment shall be refundable in part or in its entirety during a ~~ten~~five-year period if a valid latecomer agreement has been signed. Except for a ten-year period for electric line extensions, the latecomer agreement process is as described in Chapter 3.10 RMC. At the end of said ~~ten~~five-year period, any remaining construction payment becomes nonrefundable.

B. Indeterminate Service. Indeterminate service is applicable to overhead or underground electric line extensions for service which is of an indefinite or indeterminate nature, such as that required by, but not limited to:

1. Real estate subdivisions and development of property for sales;
2. Other enterprises of speculative characteristics; or
3. All other service to which neither permanent service or temporary service is applicable.

For electric service of an indeterminate character involving real estate subdivisions and development of land for sale, applicant shall be required to pay to the department as a construction payment all estimated costs for necessary overhead or underground electric distribution extension facilities. Said construction payment may be refundable to the developer in part or in its entirety during a ~~ten~~five-year period if a valid latecomer agreement has been signed. At the end of said ~~ten~~five-year period, any remaining unrefunded construction payment becomes nonrefundable. For all other types of electric service of an indeterminate character, applicant shall be required to pay to the department the entire estimated cost for necessary overhead or underground electric distribution extension facilities as a nonrefundable construction payment. ~~No standard construction allowance will be permitted in these instances.~~

~~The amount of the refund to developers of commercial real estate, where more than one meter can be installed, shall be determined by the department on a case-by-case basis. The refund amount shall be based on the number of lots connected to permanent residential service in the five-year period following completion of the project. In no event shall the refund be greater than the estimated cost for the line extension.~~

C. Temporary Service. Temporary service is applicable to overhead or underground electric line extensions where service is of a known temporary nature.

For electric service of a temporary character, the applicant shall be required to pay to the department as a construction payment an amount equal to the estimated cost of installing and removing all necessary overhead or underground electric distribution extension facilities, less the estimated salvage value. If temporary service is continued for more than 18 months following the extension completion date, the nature of such continued service will be evaluated and, if appropriate, reclassified as indeterminate service.

#### **14.30.040 Calculation and payment of refund.**

Distribution line extensions requiring customer construction payment are subject to refunds during the ~~ten~~five-year period commencing with the extension completion date. Such refunds will be made in conformance with the provisions applicable to refunds under the appropriate classification under which the extension is identified. No refunds will be made after the ~~ten~~five-year period following the extension completion date and any remaining unrefunded customer construction payment becomes a permanent contribution and no longer subject to refund for any reason. In no case shall refunds be made which exceed in total the amount of construction payment made by any customer. Where a permanent service customer who has made a construction payment terminates service within the refund period and another permanent customer takes service at the same location, the first customer may transfer his right to refunds, if any, to the new customer, provided a written agreement covering such transfer is executed by the customers and accepted by the department at the time the new customer applies for service. A permanent customer who terminates service and does not transfer refund eligibility to a new customer shall bear full responsibility of notifying the department of address changes such that refunds, if any, can be forwarded. In no event shall any indeterminate or temporary customer who has terminated service be eligible for any refund after such termination.

A. Permanent Service. Construction payments made under this extension shall be subject to refund without interest during the ~~ten~~five-year period of a valid latecomer agreement following the extension completion date as follows:

For each additional permanent service customer connected directly to an electric distribution extension upon which there are unrefunded construction payments remaining, the department will recalculate the construction cost of the shared distribution facilities, based upon the original construction costs ~~standard construction allowance corresponding to such additional customer or customers~~, as well as appropriate sharing of construction payment requirements among all customers to be served by the distribution line extension. Construction payments as required of each additional customer or customers must be made prior to connection of electric service laterals. Refunds of construction payments, where appropriate, will be calculated and paid once each year during the refund period and at the time determined by the department. Each customer having made a construction payment will receive as a refund the amount necessary to adjust the construction payment to the proper level considering the additional customers served from the extension and considering the standard construction allowance effect, if any, from a subsequent extension.

In the case of a subsequent extension made from an extension on which there are remaining unrefunded customer construction payments and where the initial calculated standard construction allowance from customers on said subsequent extension would exceed the construction costs for such extension, the excess standard allowance will be credited to the extension on which there are remaining unrefunded customer construction payments and become a part of the annual refunds made thereon.

Additional customers of an indeterminate service or temporary service classification can be served from a permanent extension on which unrefunded customer construction payments remain only after first allocating a portion of the construction costs of the permanent extension on a permanent basis to such indeterminate service or temporary service customers. The portion of customer construction payments required from such indeterminate service or temporary service customers

resulting from said allocation will correspondingly reduce the responsibility of customers on the permanent extension and become a part of the annual refund made to such customers.

B. Indeterminate Service. Construction payments made under indeterminate extension for real estate or land development shall be subject to refund without interest during the ~~ten~~five-year period following the extension completion date as follows:

~~At the end of each year for five years following the extension completion date, a refund will be made to the developer based on the additional standard construction allowances for additional customers served from the extension after first increasing the original extension costs and customer payment requirements to reflect additional secondary and service lateral investment.~~

Customers of a permanent service or temporary service classification can be served from an indeterminate extension on which construction payments remain only after first allocating a portion of the costs of the indeterminate extension on a permanent basis to such permanent service or temporary service customers. The portion of customer construction payments required from said allocation will then become a part of an annual refund to be made to customers on the indeterminate extension, ~~and would be in addition to the amount of refund based on the standard construction allowance being made otherwise.~~

C. Temporary Service. No refund of construction payments for temporary service will be made unless the subject extension is subdivided by the addition of permanent service or indeterminate service customers or in the event that the temporary service customer is reclassified as an indeterminate service customer as follows:

1. Customers of a permanent service or indeterminate service classification can be served from a temporary extension only after first allocating a portion of the costs of the temporary extension on a permanent basis to such permanent service or indeterminate service customers. The portion of customer construction payments required from said permanent service or indeterminate service customers resulting from said allocation will be refunded to customers on the temporary extension.

2. A temporary service customer continuing to require service after an 18-month period will be subject to reevaluation as to the nature of service. If appropriate, such customer and the associated construction will be reclassified as indeterminate service with costs and refund consideration being reevaluated. In no event shall the total amount refunded to any customer exceed the total construction payment made by that customer.

#### **14.30.050 Reinforcements.**

Where electric distribution system reinforcement is required for serving a residential applicant's total load requirements, other than for three-phase considerations, the department will make such reinforcements at its expense. For all classes of service, any required reinforcement shall generally recognize the construction cost, ~~standard construction allowance,~~ and customer construction payment provisions of this extension policy in accordance with individual agreements between applicant and the department based upon the amount, character and permanency of the load.

#### **14.30.060 Overhead to underground conversion, relocations.**

Customer or customers desiring to have existing overhead facilities installed underground or desiring to have existing overhead or underground facilities relocated may request the department to make such changes.

If the department determines that such conversion or relocation can reasonably be made, the department will make such conversion or relocation on the following basis:

The estimated remaining life value of the department's existing facilities plus the cost of removing such facilities less salvage value shall be paid by the customer or customers as a nonrefundable payment. New facilities to be installed will then be considered in all respects as a new distribution extension under the terms and conditions of this extension policy.

In areas where undergrounding of existing overhead facilities is required by actions of the department, the costs of the conversion will be borne by the department.

**14.30.065 Special equipment.**

Where special equipment is requested by customers, the lifecycle costs associated with the design, procurement, installation, operation and maintenance, and replacement/upgrade of the special equipment shall be paid by the requesting customer in advance of installation. The fully burdened costs are to be based upon a standard estimation framework developed and approved by the chief electrical engineer. The chief electrical engineer reserves the right to not provide special equipment if the equipment or installation will cause more risk or harm to other customers or to the electrical distribution system.

**14.30.070 Exceptions.**

In the situation where the extension is of such length and the prospective customer revenue temporarily or permanently to be derived therefrom is so limited as to make it doubtful whether necessary fixed costs on the investment would be earned, the department reserves the right to require applicant to pay in advance all construction costs and, in addition, contract to pay the department annually an amount to cover the cost of depreciation, operation and maintenance, and pertinent costs related to such facilities.

Where line extensions are required for three-phase industrial or commercial customers, the department, at its sole discretion, shall permit the applicant to enter a five-year agreement for electric service which will guarantee the department sufficient return on investment to justify the line extension in lieu of a construction payment. This option may only be offered to permanent customers. If offered, the department may construct extensions to an applicant; provided, that applicant guarantees to pay the department five annual payments, each payment equal to 20 percent of the actual extension cost. The first payment shall be made one year from issuance of the certificate of occupancy of the applicant's facility or the date of substantial completion, whichever comes first. The department may, at its sole discretion, require the applicant to provide cash, surety bond, or approved letter of credit to secure the revenue grantee.

Section 5. Section 14.31.030 of the Richland Municipal Code, entitled Pole attachment requirements, as originally enacted by Ordinance No. 08-98, and last amended by Ordinance No. 29-01, is hereby amended as follows:

**14.31.030 Pole attachment requirements.**

A. Construction Permit. Joint pole users shall obtain a construction permit in accordance with Chapter 12.08 RMC. Upon completion of an attachment project, the modifying entity shall give written certification to the pole owner that the attachment project is complete and complies with the construction permit.

Unless excepted by the city, cabling and pole attachment designs, specifically relating to pole strength and clearances considering all pole attachment uses per Washington Administrative Code shall be certified by a professional electrical engineer registered in the state of Washington. Certification by a registered professional engineer will not be required for projects under \$1,000, service drops by utility or telecommunication entities, routine maintenance in the rights-of-way, or if designed in accordance with the city's guidelines for pole attachments.

When the application is satisfactory and approved, one copy of the plans, map, sketches, and application will be returned to the applicant along with written approval to proceed. Upon completion of an attachment project, the modifying entity shall give written certification to the pole owner that the attachment project is complete and complies with the construction permit.

B. Construction Requirements. In any instance where the joint pole user's facilities are installed contrary to the Electrical Construction Code of the state of Washington or the city's standard practices and specifications, the joint pole user shall at its sole expense and within 30 days following written notice from the city, change, improve, or renew its installed equipment in such manner as the city may direct. If violation of any conditions applicable to the said installation is observed, the city reserves the right to stop construction immediately, and correction of the violation will be made before any part of the construction is continued.

The joint pole user shall, at its expense, install guys necessary to support the strain imposed on any pole by the installation of their facilities. ~~When existing anchors are adequate in size and strength to support the equipment of all joint pole users, a joint pole user may attach its guys thereto. When anchors are not of adequate size and strength, the party requiring additional anchors shall, at its own expense, install new anchors or request the owner to replace existing anchors with anchors adequate in size and strength.~~

The joint pole user shall bear all costs involved in contacting any pole owned by the city. If it is necessary for the city to do any work on poles to provide contact space, this work will be done only as crews are available to do so in their regular work schedule. Any other schedule will have to be on overtime rate at the expense of the company requiring the work.

C. Communications Space Available to Joint Pole Users. Where space is available to permit compliance with the State of Washington Electrical Construction Code and Safety Code, joint pole users engaged in the telecommunications utility business may be allotted contact space in the area occupied by other joint pole users. All joint pole users shall operate and maintain their communications facilities in such a condition as to avoid conflicts or interference with other joint pole users. Additions to or alterations by a joint pole user shall be coordinated with all joint pole users. A joint pole user may not limit the installation, alteration or maintenance of facilities of another joint pole user. Changes to communications facilities on a joint use pole shall be at the expense of the requesting party.

D. Maintenance and Emergency Repairs. Each party shall at all times maintain all of its attachments, and perform any necessary tree-trimming or cutting incidental thereto, and shall keep them in safe conditions and in thorough repair. In an emergency where it is necessary to clear lines and restore electric power to the city's customers as the result of an accident, windstorm, earth slide, or other condition where power lines, poles, or other supporting structures are damaged, destroyed or are in serious danger thereof, the city's employees may transfer the joint pole user's

facilities to new or other poles, or do any other work required in connection with the joint pole user's equipment necessary to restore electric service to the city's customers. The joint pole user shall reimburse the city for all costs incurred in connection with such emergency work done on the licensee's facilities.

Section 6. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 7. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 8. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the 3<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: February 17, 2026

Second Reading: March 3, 2026

Date Published: March 8, 2026



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2026

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 1 - High Performance Government

Strategic Priority 3 - Focused Development

### Subject

Ordinance No. 2026-03, Establishing and Dedicating Additional Right-of-Way for Trowbridge Boulevard and Southgate Way

### Department/Office

Public Works

### Ordinance/Resolution Number

2026-03

### Document Type

Ordinance

### Recommended Motion

Give second reading and pass Ordinance No. 2026-03, establishing and dedicating additional right-of-way for Trowbridge Boulevard and Southgate Way.

### Summary

The City owns and manages a system of public street rights-of-way for the benefit of the City's residents and visitors. The City may receive dedications of new public street right-of-way through land development activity or by ordinance.

The subdivision development known as Goose Ridge Estates II Phases 4 and 5 has been prepared for final plat approval. Final approval of the plat of Goose Ridge Estates II Phases 4 and 5 requires dedication of right-of-way for Trowbridge Boulevard and Southgate Way, off-site from the plat, to satisfy the City's development requirements.

Nor Am Investment, LLC and Richland School District No. 400 have both agreed to dedicate a portion of their property to support final plat approval of Goose Ridge Estates II Phases 4 and 5. The proposed right-of-way dedication for each street is depicted in Nor Am Exhibit A and Richland School District No. 400 Exhibit A attached to Ordinance No. 2026-03. The north-south right-of-way is designated as Southgate Way, and the east-west right-of-way is designated as Trowbridge Boulevard.

The property owners have executed right-of-way dedication deeds that have been reviewed and approved by the City, and a Security and Improvement Agreement has been executed between the City and the developer of Goose Ridge Estates II Phases 4 and 5 to ensure successful completion of the remaining improvements in the dedicated right-of-way (see Contract No. 507-25).

Staff recommends approval of Ordinance No. 2026-03 for second reading and passage.

### Fiscal Impact

None.

### Attachments

- I. Ordinance No. 2026-03

**WHEN RECORDED RETURN TO:**

**Richland City Clerk's Office  
625 Swift Boulevard, MS-07  
Richland, WA 99352**

**ORDINANCE NO. 2026-03**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,  
ESTABLISHING AND DEDICATING AN ADDITIONAL RIGHT-  
OF-WAY FOR TROWBRIDGE BOULEVARD AND SOUTHGATE  
WAY.**

**WHEREAS**, the City owns and manages a system of public street right-of-way for the benefit of the City's residents and visitors; and

**WHEREAS**, the City may receive dedications of new public street right-of-way through land development activity or by ordinance; and

**WHEREAS**, the subdivision development, Goose Ridge Estates II Phases 4 and 5, has been prepared for final plat approval; and

**WHEREAS**, to comply with the City's development requirements, final approval of the plat of Goose Ridge Estates II Phases 4 and 5 requires dedication of a right-of-way that is off-site from the plat for Trowbridge Boulevard and Southgate Way, as depicted in **Nor Am Exhibit A** and **Richland School District No. 400 Exhibit A**; and

**WHEREAS**, Nor Am Investment, LLC and the Richland School District No. 400 (hereinafter the "Property Owners") have agreed to the dedication of a portion of their property to support the approval of the plat of Goose Ridge Estates II Phases 4 and 5; and

**WHEREAS**, the Property Owners have executed right-of-way dedication deeds that have been reviewed and approved by the City; and

**WHEREAS**, the north-south right-of-way is designated as Southgate Way and the east-west right-of-way is designated as Trowbridge Boulevard; and

**WHEREAS**, a Security and Improvement Agreement has been executed between the City and the developer of Goose Ridge Estates II Phases 4 and 5 (*see* Richland Contract No. 507-25) for the successful completion of the remaining improvements in the dedicated right-of-way; and

**WHEREAS**, the City's best interests are served by accepting the dedication of right-of-way for access to the Goose Ridge Estates II Phases 4 and 5 final plat that will be constructed to city standards.

**NOW, THEREFORE, BE IT ORDAINED** by the City of Richland as follows:

Section 1. The public road right-of-way legally described and depicted in **Nor Am Exhibit A** and **Richland School District No. 400 Exhibit A**, attached hereto and incorporated herein by this reference, is hereby accepted by the City of Richland and dedicated as a public street right-of-way, with the north-south right-of-way designated as Southgate Way and the east-west right-of-way designated as Trowbridge Boulevard.

Section 2. The City Manager is hereby authorized to sign, execute, and record with the Auditor of Benton County, Washington, a right-of-way dedication deed in substantially the form attached hereto as **Exhibit C** for the additional right-of-way.

Section 3. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached Exhibits, duly certified by the Clerk as a true copy.

Section 4. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 5. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 6. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

*This space intentionally left blank.*

**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the 3<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: February 17, 2026  
Second Reading: March 3, 2026  
Date Published: March 8, 2026

**Nor Am Exhibit A**  
Legal Description – 3 pages

**Dedication Description:**

All that portion of the hereinafter described **Parcel B** and **Parcel C**, falling within the following described Right-of-Way tract:

**Right-of-Way Tract Description:**

That portion of the Southeast Quarter of Section 32 and the Southwest Quarter of Section 33, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, State of Washington, described as follows:

**Beginning** at the West Quarter Corner of said Section 33; Thence North  $02^{\circ}34'25''$  East along the West line of the Northwest Quarter thereof a distance of 142.66 feet to intersect the South line of the Plat of Goose Ridge Estates 2, Phase 1, as recorded in Volume 15 of plats at Page 756, under Auditor's File Number 2023-002216, records of said county; Thence South  $71^{\circ}45'56''$  East along the South line of said Plat a distance of 1394.36 feet to the **True Point of Beginning**;

Thence continuing along said South line, South  $71^{\circ}45'56''$  East a distance of 68.40 feet; Thence leaving said South line, South  $12^{\circ}02'49''$  West a distance of 368.45 feet to the beginning of a tangent curve concave to the northwest having a radius of 1030.50 feet; Thence southwesterly along the arc of said curve through a central angle of  $21^{\circ}01'24''$  a distance of 378.12 feet; Thence South  $33^{\circ}04'14''$  West a distance of 389.53 feet; Thence South  $23^{\circ}04'14''$  West a distance of 85.16 feet; Thence South  $11^{\circ}55'46''$  East a distance of 61.60 feet; Thence South  $46^{\circ}55'46''$  East a distance of 92.56 feet; Thence South  $56^{\circ}55'46''$  East a distance of 10.00 feet; Thence South  $33^{\circ}04'14''$  West a distance of 80.00 feet; Thence North  $56^{\circ}55'46''$  West a distance of 10.00 feet; Thence North  $66^{\circ}55'46''$  West a distance of 101.19 feet; Thence South  $78^{\circ}04'14''$  West a distance of 49.59 feet; Thence South  $43^{\circ}04'14''$  West a distance of 85.16 feet; Thence South  $33^{\circ}04'14''$  West a distance of 10.00 feet; Thence North  $56^{\circ}55'46''$  West a distance of 68.00 feet; Thence North  $33^{\circ}04'14''$  East a distance of 10.00 feet; Thence North  $23^{\circ}04'14''$  East a distance of 93.79 feet; Thence North  $11^{\circ}55'46''$  West a distance of 36.51 feet; Thence North  $46^{\circ}55'46''$  West a distance of 100.26 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 1263.50 feet, the chord of which bears North  $67^{\circ}53'25''$  West a distance of 385.96 feet; Thence northwesterly along the arc of said curve through a central angle of  $17^{\circ}34'16''$  a distance of 387.48 feet to the beginning of a reverse curve concave to the northeast having a radius of 1336.50 feet; Thence northwesterly along the arc of said curve through a central angle of  $40^{\circ}19'05''$  a distance of 940.47 feet to the beginning of a reverse curve concave to the southwest having a radius of 2263.50 feet; Thence northwesterly along the arc of said curve through a central angle of  $6^{\circ}47'09''$  a distance of 268.08 feet to a point of cusp with a non-tangent curve concave to the southwest having a radius of 2261.48 feet; the chord of which bears North  $47^{\circ}12'14''$  West a distance of 104.80 feet; Thence northwesterly along the arc of said curve through a central angle of  $2^{\circ}39'19''$  a distance of 104.81 feet to a point of cusp with a non-tangent curve concave to the southwest having a radius of 2258.50 feet, the chord of which bears North  $48^{\circ}09'55''$  West a distance of 186.70 feet; Thence northwesterly along the arc of said curve through a central angle

of 4°44'16" a distance of 186.76 feet; Thence North 37°50'30" East a distance of 10.50 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 2269.00 feet, the chord of which bears South 49°41'17" East a distance of 67.62 feet; Thence southeasterly along the arc of said curve, through a central angle of 1°42'27" a distance of 67.62 feet; Thence North 41°09'57" East a distance of 69.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 2338.00 feet, the chord of which bears North 49°25'02" West a distance of 47.57 feet; Thence northwesterly along the arc of said curve through a central angle of 1°09'57" a distance of 47.57 feet to the beginning of a reverse curve concave to the east having a radius of 25.00 feet; Thence northerly along the arc of said curve through a central angle of 87°50'30" a distance of 38.33 feet; Thence North 37°50'30" East a distance of 4.14 feet to the beginning of a tangent curve concave to the northwest having a radius of 430.00 feet; Thence northeasterly along the arc of said curve through a central angle of 0°10'17" a distance of 1.29 feet to a point of cusp with a non-tangent curve concave to the northeast having a radius of 25.00 feet, the chord of which bears South 6°10'03" East a distance of 34.63 feet; Thence southeasterly along the arc of said curve through a central angle of 87°40'31" a distance of 38.26 feet to the beginning of a reverse curve concave to the southwest having a radius of 2343.50 feet; Thence southeasterly along the arc of said curve through a central angle of 13°38'51" a distance of 558.20 feet to the beginning of a reverse curve concave to the northeast having a radius of 1256.50 feet; Thence southeasterly along the arc of said curve through a central angle of 40°19'05" a distance of 884.18 feet to the beginning of a reverse curve concave to the southwest having a radius of 1343.50 feet; Thence southeasterly along the arc of said curve through a central angle of 17°34'16" a distance of 412.01 feet; Thence South 66°55'46" East a distance of 93.06 feet; Thence North 78°04'14" East a distance of 50.83 feet; Thence North 43°04'14" East a distance of 93.79 feet; Thence North 33°04'14" East a distance of 389.53 feet to the beginning of a tangent curve concave to the northwest having a radius of 962.50 feet; Thence northeasterly along the arc of said curve through a central angle of 21°01'24" a distance of 353.17 feet; Thence North 12°02'49" East a distance of 375.82 feet to the **Point of Beginning** and the end of this description.

**Parcel B description:**

That portion of the Southeast quarter and the Northeast quarter of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington lying north of revised Parcel 2 of City of Richland boundary line adjustment recorded in Book 1 of surveys at Page 4497, under Auditor's File Number 2014-011777, records of Benton County, Washington; lying south of Goose Ridge Estates Phase 1, according to the plat thereof recorded in Volume 15 of plats, Page 687, records of Benton County, Washington; lying south of Goose Ridge Estates Phase 2, according to the plat thereof recorded in Volume 15 of plats, Page 709, records of Benton County, Washington; and lying east of West Vineyard Phase 2, according to the plat thereof recorded in Volume 15 of plats, Page 715, records of Benton County, Washington.

**Parcel C description:**

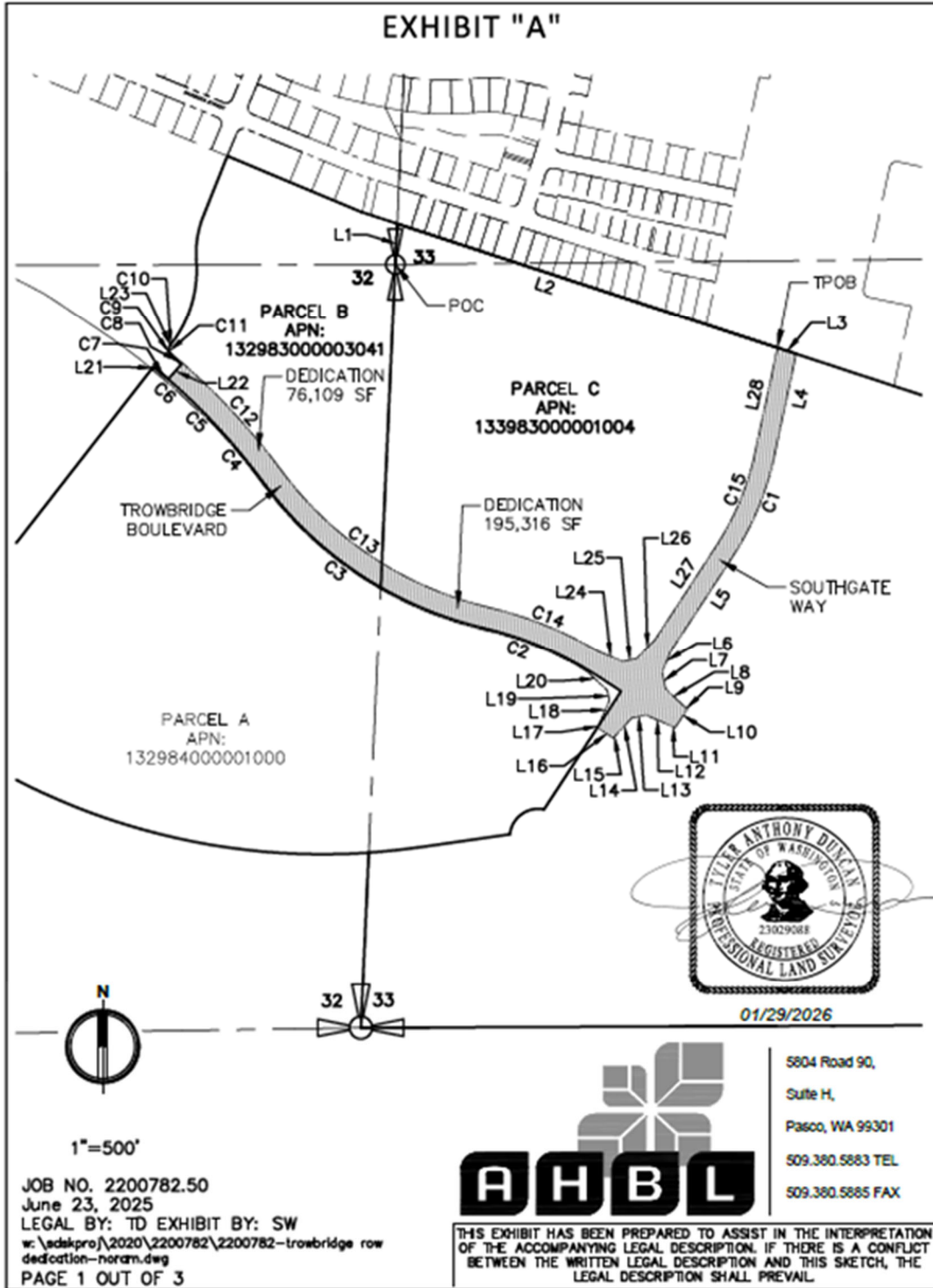
That portion of revised Parcel 3 of City of Richland Boundary Line Adjustment recorded in Book 1 of surveys at Page 4497 under Auditor's File Number 2014-011777, records of Benton County, Washington, being more particularly described as follows:

**Commencing** at the Northwest corner of Section 33, Township 9 North, Range 28 East of the Willamette Meridian; Thence South 02°34'25" West along the west line thereof a distance of 2532.41 feet to the **True Point of Beginning**;

Thence leaving said line South 71°45'56" East a distance of 2327.56 feet; Thence South 49°55'56" East a distance of 1286.35 feet; Thence North 89°36'54" East a distance of 2029.92 feet to the east line of said Parcel 3; Thence South 00°45'17" West along said line a distance of 1248.82 feet to the Southeast corner thereof; Thence South 89°44'51" West along the South line of said Parcel 3 a distance of 5335.10 feet to the Southwest corner thereof; Thence North 02°34'25" East along the West line thereof a distance of 614.24 feet to the southerly line of revised Parcel 2 as shown on Record of Survey for boundary line adjustment recorded under Auditor's File Number 2014-011777 and the beginning of a non-tangent curve concave to the northwest having a radius of 2325.00 feet and from which the chord bears North 83°57'28" East a distance of 169.51 feet; Thence northeasterly along the boundaries of said Parcel and along the arc of said curve through a central angle of 4°10'42" a distance of 169.55 feet; Thence North 81°52'07" East a distance of 325.86 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 100.00 feet and from which the chord bears North 53°51'02" East a distance of 147.47 feet; Thence northerly, northeasterly and easterly along the arc of said curve through a central angle of 95°00'31" a distance of 165.82 feet; Thence North 33°04'14" East a distance of 492.60 feet; Thence North 56°55'46" West a distance of 93.38 feet to the beginning of a curve concave to the southwest having a radius of 1269.00 feet; Thence northwesterly along the arc of said curve through a central angle of 19°44'46" a distance of 437.34 feet to a point of reverse curve having a radius of 1331.00 feet; Thence northwesterly along the arc of said curve through a central angle of 16°41'22" a distance of 387.70 feet to the west line of said Parcel 3; Thence North 02°34'25" East along said line a distance of 1273.81 feet to the **Point of Beginning**.

*See Nor Am Exhibit A Depiction.*

Nor Am Exhibit A  
Depiction



**Nor Am Exhibit A**  
Line Table

**EXHIBIT "A"**

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	142.66	N2° 34' 25"E
L2	1394.36	S71° 45' 56"E
L3	68.40	S71° 45' 56"E
L4	368.45	S12° 02' 49"W
L5	389.53	S33° 04' 14"W
L6	85.16	S23° 04' 14"W
L7	61.60	S11° 55' 46"E
L8	92.56	S46° 55' 46"E
L9	10.00	S56° 55' 46"E
L10	80.00	S33° 04' 14"W
L11	10.00	N56° 55' 46"W
L12	101.19	N66° 55' 46"W
L13	49.59	S78° 04' 14"W
L14	85.16	S43° 04' 14"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L15	10.00	S33° 04' 14"W
L16	68.00	N56° 55' 46"W
L17	10.00	N33° 04' 14"E
L18	93.79	N23° 04' 14"E
L19	36.51	N11° 55' 46"W
L20	100.26	N46° 55' 46"W
L21	10.50	N37° 50' 30"E
L22	69.00	N41° 09' 57"E
L23	4.14	N37° 50' 30"E
L24	93.06	S66° 55' 46"E
L25	50.83	N78° 04' 14"E
L26	93.79	N43° 04' 14"E
L27	389.53	N33° 04' 14"E
L28	375.82	N12° 02' 49"E

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 dedication-noram.dwg  
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5804 Road 90,  
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 Pasco, WA 99301  
 509.380.5883 TEL  
 509.380.5885 FAX

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**Nor Am Exhibit A**  
Curve Table

**EXHIBIT "A"**

<b>CURVE TABLE</b>					
<b>CURVE #</b>	<b>LENGTH</b>	<b>RADIUS</b>	<b>DELTA</b>	<b>CHORD DIRECTION</b>	<b>CHORD LENGTH</b>
C1	378.12	1030.50	21°01'24"	S22° 33' 32"W	376.00
C2	387.48	1263.50	17°34'16"	N67° 53' 25"W	385.96
C3	940.47	1336.50	40°19'05"	N56° 31' 00"W	921.19
C4	268.08	2263.50	6°47'09"	N39° 45' 02"W	267.92
C5	104.81	2261.48	2°39'19"	N47° 12' 14"W	104.80
C6	186.76	2258.50	4°44'16"	N48° 09' 55"W	186.70
C7	67.62	2269.00	1°42'27"	S49° 41' 17"E	67.62
C8	47.57	2338.00	1°09'57"	N49° 25' 02"W	47.57
C9	38.33	25.00	87°50'30"	N6° 04' 45"W	34.68
C10	1.29	430.00	0°10'17"	N37° 45' 21"E	1.29
C11	38.26	25.00	87°40'31"	S6° 10' 03"E	34.63
C12	558.20	2343.50	13°38'51"	N43° 10' 53"W	556.89
C13	884.18	1256.50	40°19'05"	S56° 31' 00"E	866.05
C14	412.01	1343.50	17°34'16"	N67° 53' 25"W	410.40
C15	353.17	962.50	21°01'24"	N22° 33' 32"E	351.19

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**Richland School District No. 400 Exhibit A**  
Legal Description – 3 pages

**Dedication Description:**

All that portion of the hereinafter described **Parcel A**, falling within the following described right-of-way tract:

**Right-of-Way Tract Description:**

That portion of the Southeast Quarter of Section 32 and the Southwest Quarter of Section 33, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, State of Washington, described as follows:

**Beginning** at the West Quarter Corner of said Section 33; Thence North 02°34'25" East along the West line of the Northwest Quarter thereof a distance of 142.66 feet to intersect the South line of the Plat of Goose Ridge Estates 2, Phase 1, as recorded in Volume 15 of plats at Page 756, under Auditor's File Number 2023-002216, records of said county; Thence South 71°45'56" East along the South line of said Plat a distance of 1394.36 feet to the **True Point of Beginning**;

Thence continuing along said South line, South 71°45'56" East a distance of 68.40 feet; Thence leaving said South line, South 12°02'49" West a distance of 368.45 feet to the beginning of a tangent curve concave to the northwest having a radius of 1030.50 feet; Thence southwesterly along the arc of said curve through a central angle of 21°01'24" a distance of 378.12 feet; Thence South 33°04'14" West a distance of 389.53 feet; Thence South 23°04'14" West a distance of 85.16 feet; Thence South 11°55'46" East a distance of 61.60 feet; Thence South 46°55'46" East a distance of 92.56 feet; Thence South 56°55'46" East a distance of 10.00 feet; Thence South 33°04'14" West a distance of 80.00 feet; Thence North 56°55'46" West a distance of 10.00 feet; Thence North 66°55'46" West a distance of 101.19 feet; Thence South 78°04'14" West a distance of 49.59 feet; Thence South 43°04'14" West a distance of 85.16 feet; Thence South 33°04'14" West a distance of 10.00 feet; Thence North 56°55'46" West a distance of 68.00 feet; Thence North 33°04'14" East a distance of 10.00 feet; Thence North 23°04'14" East a distance of 93.79 feet; Thence North 11°55'46" West a distance of 36.51 feet; Thence North 46°55'46" West a distance of 100.26 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 1263.50 feet, the chord of which bears North 67°53'25" West a distance of 385.96 feet; Thence northwesterly along the arc of said curve through a central angle of 17°34'16" a distance of 387.48 feet to the beginning of a reverse curve concave to the northeast having a radius of 1336.50 feet; Thence northwesterly along the arc of said curve through a central angle of 40°19'05" a distance of 940.47 feet to the beginning of a reverse curve concave to the southwest having a radius of 2263.50 feet; Thence northwesterly along the arc of said curve through a central angle of 6°47'09" a distance of 268.08 feet to a point of cusp with a non-tangent curve concave to the southwest having a radius of 2261.48 feet; the chord of which bears North 47°12'14" West a distance of 104.80 feet; Thence northwesterly along the arc of said curve through a central angle of 2°39'19" a distance of 104.81 feet to a point of cusp with a non-tangent curve concave to the southwest having a radius of 2258.50 feet, the chord of which bears North 48°09'55" West a distance of 186.70 feet; Thence northwesterly along the arc of said curve through a central angle

of 4°44'16" a distance of 186.76 feet; Thence North 37°50'30" East a distance of 10.50 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 2269.00 feet, the chord of which bears South 49°41'17" East a distance of 67.62 feet; Thence southeasterly along the arc of said curve, through a central angle of 1°42'27" a distance of 67.62 feet; Thence North 41°09'57" East a distance of 69.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 2338.00 feet, the chord of which bears North 49°25'02" West a distance of 47.57 feet; Thence northwesterly along the arc of said curve through a central angle of 1°09'57" a distance of 47.57 feet to the beginning of a reverse curve concave to the east having a radius of 25.00 feet; Thence northerly along the arc of said curve through a central angle of 87°50'30" a distance of 38.33 feet; Thence North 37°50'30" East a distance of 4.14 feet to the beginning of a tangent curve concave to the northwest having a radius of 430.00 feet; Thence northeasterly along the arc of said curve through a central angle of 0°10'17" a distance of 1.29 feet to a point of cusp with a non-tangent curve concave to the northeast having a radius of 25.00 feet, the chord of which bears South 6°10'03" East a distance of 34.63 feet; Thence southeasterly along the arc of said curve through a central angle of 87°40'31" a distance of 38.26 feet to the beginning of a reverse curve concave to the southwest having a radius of 2343.50 feet; Thence southeasterly along the arc of said curve through a central angle of 13°38'51" a distance of 558.20 feet to the beginning of a reverse curve concave to the northeast having a radius of 1256.50 feet; Thence southeasterly along the arc of said curve through a central angle of 40°19'05" a distance of 884.18 feet to the beginning of a reverse curve concave to the southwest having a radius of 1343.50 feet; Thence southeasterly along the arc of said curve through a central angle of 17°34'16" a distance of 412.01 feet; Thence South 66°55'46" East a distance of 93.06 feet; Thence North 78°04'14" East a distance of 50.83 feet; Thence North 43°04'14" East a distance of 93.79 feet; Thence North 33°04'14" East a distance of 389.53 feet to the beginning of a tangent curve concave to the northwest having a radius of 962.50 feet; Thence northeasterly along the arc of said curve through a central angle of 21°01'24" a distance of 353.17 feet; Thence North 12°02'49" East a distance of 375.82 feet to the **Point of Beginning** and the end of this description.

**Parcel A Description:**

A portion of the Southeast Quarter of Section 32 and a portion of the Southwest Quarter of Section 33, Township 9 North, Range 28 East of the Willamette Meridian, Benton county, Washington, more particularly described as follows:

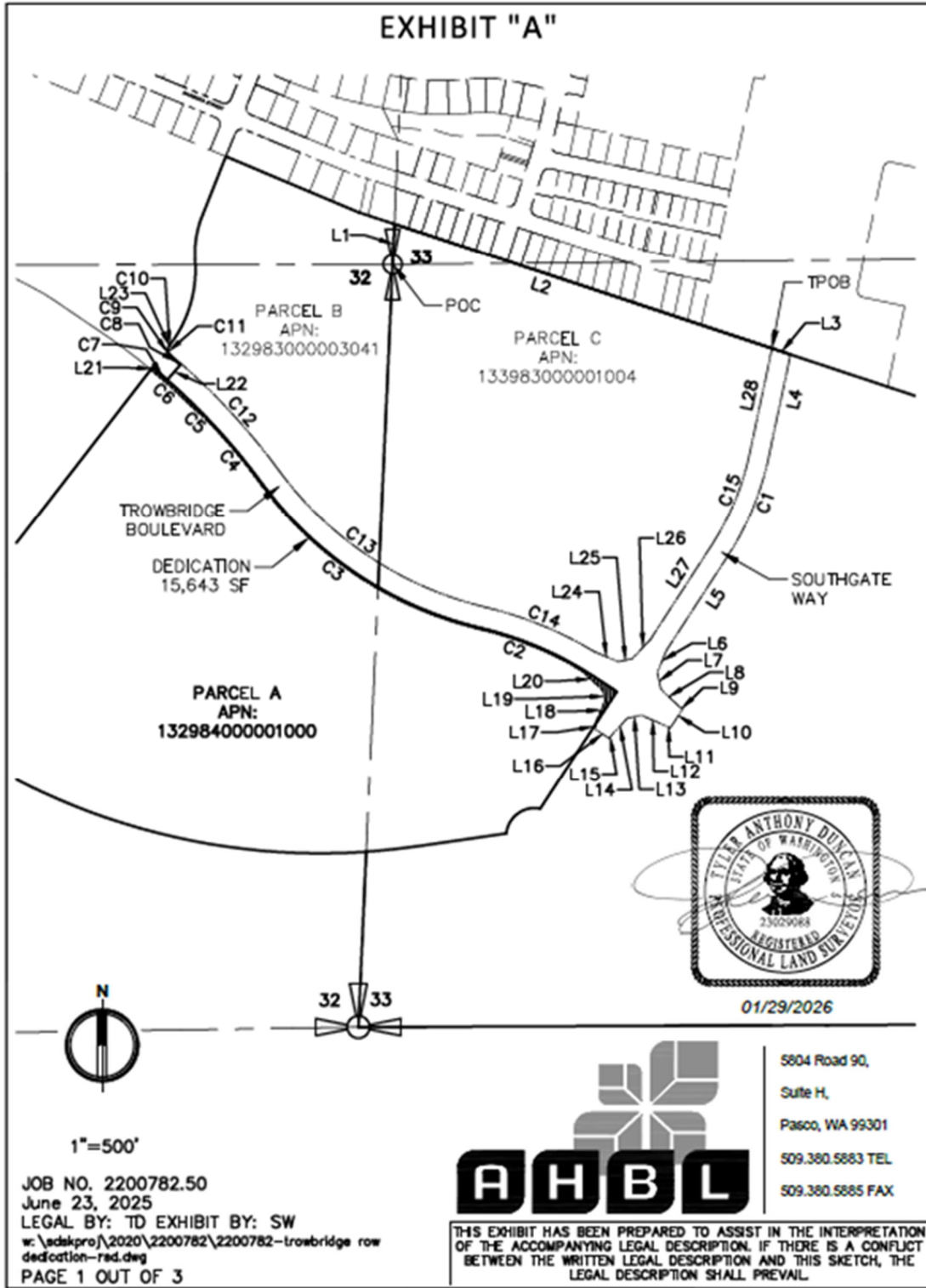
**Commencing** at the Southeast corner of Section 32, also being the Southwest corner of Section 33, Thence North 02°34'25" East along the section line common to the aforementioned Sections 32 and 33 a distance of 614.24 feet to a point on a non-tangent curve from which the radius point bears North 03°57'10" West a distance of 2325.00 feet, also being the **True Point of Beginning**;

Thence northwesterly along the arc of said curve through a central angle of 43°53'05" a distance of 1780.79 feet; Thence North 37°50'30" East a distance of 1471.84 feet to the beginning of a non-tangent curve from which the radius points bears South 39°27'30" West a distance of 2269.00 feet; Thence southeasterly along the arc of said curve through a central angle of 14°11'03" a distance of 561.71 feet to the beginning of a curve concave to the northeast having a radius of 1331.00 feet;

Thence southeasterly along the arc of said curve through a central angle of 40°19'05" a distance of 936.60 feet to the beginning of a curve concave to the southwest having a radius of 1269.00 feet; Thence southeasterly along the arc of said curve through a central angle of 19°44'46" a distance of 437.74 feet; Thence South 56°55'46" East a distance of 93.38 feet; Thence South 33°04'14" West a distance of 492.60 feet to the beginning of a non-tangent curve from which the radius points bears South 11°21'18" West a distance of 100.00 feet; thence southwesterly along the arc of said curve through a central angle of 95°00'31" a distance of 165.82 feet; Thence South 81°52'07" West a distance of 325.86 feet to the beginning of a curve concave to the north having a radius of 2325.00 feet; Thence southwesterly along the arc of said curve through a central angle of 04°10'42" a distance of 169.55 feet to the **True Point of Beginning**.

*See Richand School District Exhibit A - Depiction.*

**Richland School District No. 400 Exhibit A  
Depiction**



**Richland School District No. 400 Exhibit A**  
Line Table

**EXHIBIT "A"**

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	142.66	N2° 34' 25"E
L2	1394.36	S71° 45' 56"E
L3	68.40	S71° 45' 56"E
L4	368.45	S12° 02' 49"W
L5	389.53	S33° 04' 14"W
L6	85.16	S23° 04' 14"W
L7	61.60	S11° 55' 46"E
L8	92.56	S46° 55' 46"E
L9	10.00	S56° 55' 46"E
L10	80.00	S33° 04' 14"W
L11	10.00	N56° 55' 46"W
L12	101.19	N66° 55' 46"W
L13	49.59	S78° 04' 14"W
L14	85.16	S43° 04' 14"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
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L16	68.00	N56° 55' 46"W
L17	10.00	N33° 04' 14"E
L18	93.79	N23° 04' 14"E
L19	36.51	N11° 55' 46"W
L20	100.26	N46° 55' 46"W
L21	10.50	N37° 50' 30"E
L22	69.00	N41° 09' 57"E
L23	4.14	N37° 50' 30"E
L24	93.06	S66° 55' 46"E
L25	50.83	N78° 04' 14"E
L26	93.79	N43° 04' 14"E
L27	389.53	N33° 04' 14"E
L28	375.82	N12° 02' 49"E

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PAGE 2 OUT OF 3



5804 Road 90,  
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509.380.5885 FAX

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**Richland School District No. 400 Exhibit A**  
Curve Table

**EXHIBIT "A"**

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	378.12	1030.50	21°01'24"	S22° 33' 32"W	376.00
C2	387.48	1263.50	17°34'16"	N67° 53' 25"W	385.96
C3	940.47	1336.50	40°19'05"	N56° 31' 00"W	921.19
C4	268.08	2263.50	6°47'09"	N39° 45' 02"W	267.92
C5	104.81	2261.48	2°39'19"	N47° 12' 14"W	104.80
C6	186.76	2258.50	4°44'16"	N48° 09' 55"W	186.70
C7	67.62	2269.00	1°42'27"	S49° 41' 17"E	67.62
C8	47.57	2338.00	1°09'57"	N49° 25' 02"W	47.57
C9	38.33	25.00	87°50'30"	N6° 04' 45"W	34.68
C10	1.29	430.00	0°10'17"	N37° 45' 21"E	1.29
C11	38.26	25.00	87°40'31"	S6° 10' 03"E	34.63
C12	558.20	2343.50	13°38'51"	N43° 10' 53"W	556.89
C13	884.18	1256.50	40°19'05"	S56° 31' 00"E	866.05
C14	412.01	1343.50	17°34'16"	N67° 53' 25"W	410.40
C15	353.17	962.50	21°01'24"	N22° 33' 32"E	351.19



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dedication-rsd.dwg  
PAGE 3 OUT OF 3

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**Exhibit C**

**WHEN RECORDED RETURN TO:**

**City Clerk  
City of Richland  
625 Swift Blvd. MS-07  
Richland, WA 99352**

Portion of Parcel Nos. 1-3298-300-0003-041, 1-3398-300-0001-004

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**RIGHT-OF-WAY DEDICATION DEED**

In and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **NOR AM INVESTMENT, LLC**, a Washington limited liability company (“Grantor”), does hereby grant, convey and dedicate to the **CITY OF RICHLAND**, a Washington municipal corporation (“Grantee”), its successors and assigns, a public right-of-way in, upon, over, under, across and through the following property situated in the County of Benton, State of Washington, to be used for all lawful right-of-way purposes, surface and subsurface:

All that portion of the hereinafter described **Parcel B** and **Parcel C**, falling within the following described Right-of-Way tract:

**Right-of-Way Tract Description:**

That portion of the Southeast Quarter of Section 32 and the Southwest Quarter of Section 33, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, State of Washington, described as follows:

**Beginning** at the West Quarter Corner of said Section 33; Thence North 02°34’25” East along the West line of the Northwest Quarter thereof a distance of 142.66 feet to intersect the South line of the Plat of Goose Ridge Estates 2, Phase 1, as recorded in Volume 15 of plats at Page 756, under Auditor’s File Number 2023-002216, records of said county; Thence South 71°45’56” East along the South line of said Plat a distance of 1394.36 feet to the **True Point of Beginning**;

Thence continuing along said South line, South 71°45’56” East a distance of 68.40 feet;

Thence leaving said South line, South 12°02'49" West a distance of 368.45 feet to the beginning of a tangent curve concave to the northwest having a radius of 1030.50 feet;

Thence southwesterly along the arc of said curve through a central angle of 21°01'24" a distance of 378.12 feet;

Thence South 33°04'14" West a distance of 389.53 feet;

Thence South 23°04'14" West a distance of 85.16 feet;

Thence South 11°55'46" East a distance of 61.60 feet;

Thence South 46°55'46" East a distance of 92.56 feet;

Thence South 56°55'46" East a distance of 10.00 feet;

Thence South 33°04'14" West a distance of 80.00 feet;

Thence North 56°55'46" West a distance of 10.00 feet;

Thence North 66°55'46" West a distance of 101.19 feet;

Thence South 78°04'14" West a distance of 49.59 feet;

Thence South 43°04'14" West a distance of 85.16 feet;

Thence South 33°04'14" West a distance of 10.00 feet;

Thence North 56°55'46" West a distance of 68.00 feet;

Thence North 33°04'14" East a distance of 10.00 feet;

Thence North 23°04'14" East a distance of 93.79 feet;

Thence North 11°55'46" West a distance of 36.51 feet;

Thence North 46°55'46" West a distance of 100.26 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 1263.50 feet, the chord of which bears North 67°53'25" West a distance of 385.96 feet;

Thence northwesterly along the arc of said curve through a central angle of 17°34'16" a distance of 387.48 feet to the beginning of a reverse curve concave to the northeast having a radius of 1336.50 feet;

Thence northwesterly along the arc of said curve through a central angle of 40°19'05" a distance of 940.47 feet to the beginning of a reverse curve concave to the southwest having a radius of 2263.50 feet;

Thence northwesterly along the arc of said curve through a central angle of 6°47'09" a distance of 268.08 feet to a point of cusp with a non-tangent curve concave to the southwest having a radius of 2261.48 feet; the chord of which bears North 47°12'14" West a distance of 104.80 feet;

Thence northwesterly along the arc of said curve through a central angle of 2°39'19" a distance of 104.81 feet to a point of cusp with a non-tangent curve concave to the southwest having a radius of 2258.50 feet, the chord of which bears North 48°09'55" West a distance of 186.70 feet;

Thence northwesterly along the arc of said curve through a central angle of 4°44'16" a distance of 186.76 feet;

Thence North 37°50'30" East a distance of 10.50 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 2269.00 feet, the chord of which bears South 49°41'17" East a distance of 67.62 feet;

Thence southeasterly along the arc of said curve, through a central angle of 1°42'27" a distance of 67.62 feet;

Thence North 41°09'57" East a distance of 69.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 2338.00 feet, the chord of which bears North 49°25'02" West a distance of 47.57 feet;  
Thence northwesterly along the arc of said curve through a central angle of 1°09'57" a distance of 47.57 feet to the beginning of a reverse curve concave to the east having a radius of 25.00 feet;  
Thence northerly along the arc of said curve through a central angle of 87°50'30" a distance of 38.33 feet;  
Thence North 37°50'30" East a distance of 4.14 feet to the beginning of a tangent curve concave to the northwest having a radius of 430.00 feet;  
Thence northeasterly along the arc of said curve through a central angle of 0°10'17" a distance of 1.29 feet to a point of cusp with a non-tangent curve concave to the northeast having a radius of 25.00 feet, the chord of which bears South 6°10'03" East a distance of 34.63 feet;  
Thence southeasterly along the arc of said curve through a central angle of 87°40'31" a distance of 38.26 feet to the beginning of a reverse curve concave to the southwest having a radius of 2343.50 feet;  
Thence southeasterly along the arc of said curve through a central angle of 13°38'51" a distance of 558.20 feet to the beginning of a reverse curve concave to the northeast having a radius of 1256.50 feet;  
Thence southeasterly along the arc of said curve through a central angle of 40°19'05" a distance of 884.18 feet to the beginning of a reverse curve concave to the southwest having a radius of 1343.50 feet;  
Thence southeasterly along the arc of said curve through a central angle of 17°34'16" a distance of 412.01 feet;  
Thence South 66°55'46" East a distance of 93.06 feet;  
Thence North 78°04'14" East a distance of 50.83 feet;  
Thence North 43°04'14" East a distance of 93.79 feet;  
Thence North 33°04'14" East a distance of 389.53 feet to the beginning of a tangent curve concave to the northwest having a radius of 962.50 feet;  
Thence northeasterly along the arc of said curve through a central angle of 21°01'24" a distance of 353.17 feet;  
Thence North 12°02'49" East a distance of 375.82 feet to the **Point of Beginning** and the end of this description.

**Parcel B description:**

That portion of the Southeast quarter and the Northeast quarter of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington lying north of revised Parcel 2 of City of Richland boundary line adjustment recorded in Book 1 of surveys at Page 4497, under Auditor's File Number 2014-011777, records of Benton County, Washington; lying south of Goose Ridge Estates Phase 1, according to the plat thereof recorded in Volume 15 of plats, Page 687, records of Benton County, Washington; lying south of Goose Ridge Estates Phase 2, according to the plat thereof recorded in Volume 15 of plats,

Page 709, records of Benton County, Washington; and lying east of West Vineyard Phase 2, according to the plat thereof recorded in Volume 15 of plats, Page 715, records of Benton County, Washington.

**Parcel C description:**

That portion of revised Parcel 3 of City of Richland Boundary Line Adjustment recorded in Book 1 of surveys at Page 4497 under Auditor's File Number 2014-011777, records of Benton County, Washington, being more particularly described as follows:

**Commencing** at the Northwest corner of Section 33, Township 9 North, Range 28 East of the Willamette Meridian; Thence South  $02^{\circ}34'25''$  West along the west line thereof a distance of 2532.41 feet to the **True Point of Beginning**;

Thence leaving said line South  $71^{\circ}45'56''$  East a distance of 2327.56 feet;

Thence South  $49^{\circ}55'56''$  East a distance of 1286.35 feet;

Thence North  $89^{\circ}36'54''$  East a distance of 2029.92 feet to the east line of said Parcel 3;

Thence South  $00^{\circ}45'17''$  West along said line a distance of 1248.82 feet to the Southeast corner thereof;

Thence South  $89^{\circ}44'51''$  West along the South line of said Parcel 3 a distance of 5335.10 feet to the Southwest corner thereof;

Thence North  $02^{\circ}34'25''$  East along the West line thereof a distance of 614.24 feet to the southerly line of revised Parcel 2 as shown on Record of Survey for boundary line adjustment recorded under Auditor's File Number 2014-011777 and the beginning of a non-tangent curve concave to the northwest having a radius of 2325.00 feet and from which the chord bears North  $83^{\circ}57'28''$  East a distance of 169.51 feet;

Thence northeasterly along the boundaries of said Parcel and along the arc of said curve through a central angle of  $4^{\circ}10'42''$  a distance of 169.55 feet;

Thence North  $81^{\circ}52'07''$  East a distance of 325.86 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 100.00 feet and from which the chord bears North  $53^{\circ}51'02''$  East a distance of 147.47 feet;

Thence northerly, northeasterly and easterly along the arc of said curve through a central angle of  $95^{\circ}00'31''$  a distance of 165.82 feet;

Thence North  $33^{\circ}04'14''$  East a distance of 492.60 feet;

Thence North  $56^{\circ}55'46''$  West a distance of 93.38 feet to the beginning of a curve concave to the southwest having a radius of 1269.00 feet;

Thence northwesterly along the arc of said curve through a central angle of  $19^{\circ}44'46''$  a distance of 437.34 feet to a point of reverse curve having a radius of 1331.00 feet;

Thence northwesterly along the arc of said curve through a central angle of  $16^{\circ}41'22''$  a distance of 387.70 feet to the west line of said Parcel 3;

Thence North 02°34'25" East along said line a distance of 1273.81 feet to the **Point of Beginning**.

*See Exhibit "A".*

Grantee shall have the right to regulate and use the area dedicated as and for right-of-way and for utility purposes. Such use shall include, but not be limited to the following: (1) the right of public ingress and egress through and along said area; (2) the right to locate, design, construct, install, inspect, protect, maintain, repair, modify, and otherwise change utilities, road rights-of-way, and any other appurtenances or related elements, including, but not limited to, pavement, signs, curbs, gutters, sidewalks, conduits, cables, wires, splicing boxes, power sources, and facilities, including but not limited to those for storm water, wastewater, water, electricity, gas, oil, telecommunications, communication transmission and reception, together with fencing and gates when the same are deemed by Grantee to be necessary to protect facilities, prevent intrusions, and otherwise protect the public from loss or harm; and (3) the right to engage in any other activity that is reasonably related to the construction, operation and maintenance of public utilities and rights-of-way that are located in the dedicated area. In addition, Grantee shall have the right to clear, remove and dispose of any material, obstructions, timber and vegetation within the dedication area.

Grantee's uses are unrestricted in location within the right-of-way and will not be limited in any way by the state of being, condition or location of the street. Grantee is also authorized to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon and for initial construction and maintenance operations. Grantee will restore disturbed property to equal or better condition.

Subject to the terms hereof, Grantee shall have all other rights and benefits that are reasonably necessary or useful for Grantee's full and complete use of the area dedicated. Grantor shall not authorize or otherwise permit any person or entity to interfere with Grantee's use of the dedicated area.

Grantor covenants that Grantor is lawfully seized and possessed of the real property described herein, and that Grantor has a good and lawful right to convey it or any part thereof and that Grantor will forever warrant and defend the same against all persons who may lawfully claim the same.

The undersigned requests that the Assessor and Treasurer of Benton County set over to the remainder the lien of all unpaid taxes, if any, affecting the property conveyed by this Right-of-Way Dedication Deed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this Deed is hereby tendered and that its terms and obligations are not binding upon the City of Richland unless and until the Richland City Council has taken action by ordinance or resolution to accept this Right-of-Way Deed of Dedication and the below Certificate of Acceptance has been executed.

CERTIFICATE OF ACCEPTANCE OF RIGHT-OF-WAY DEDICATION DEED

The interest in real property conveyed by this Right-of-Way Dedication Deed has been accepted by Ordinance No. 2026-03 of the City Council of the City of Richland on the \_\_\_\_ day of \_\_\_\_\_, 2026, and the authorized officer of such governing body has consented to recordation of said Deed of Dedication with the Benton County Auditor.

Accepted by the City of Richland:

\_\_\_\_\_  
Jon Amundson, ICMA-CM, City Manager

Attest:

Approved as to form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

*This space intentionally left blank.*

**GRANTOR – NOR AM INVESTMENT, LLC**  
a Washington limited liability company

By: \_\_\_\_\_  
Geoffrey Clark, President & COO

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

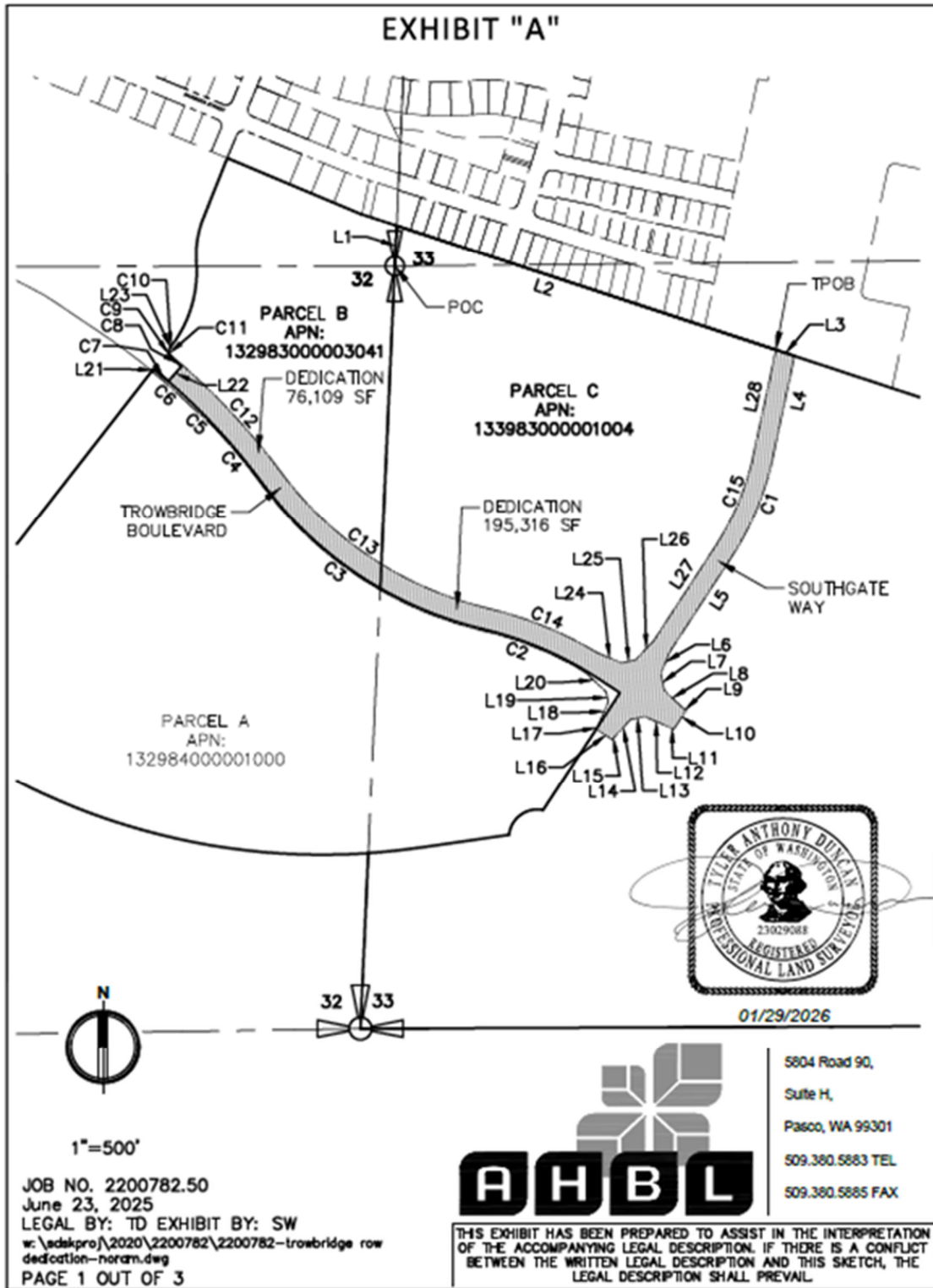
On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared **Geoffrey Clark**, to me known to be the **President** of **Nor Am Investment, LLC**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

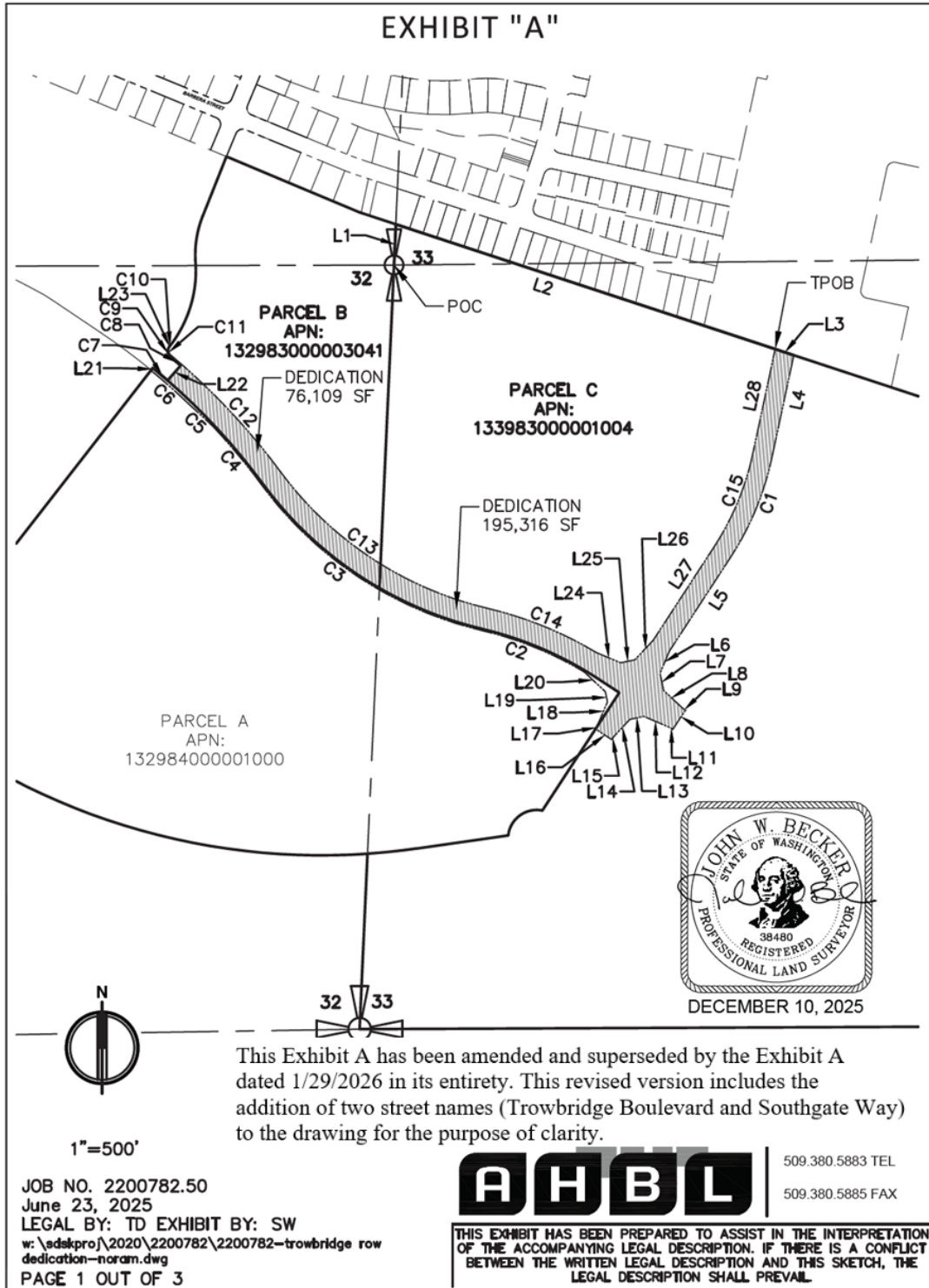
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

seal

**Exhibit A to Right-of-Way Dedication Deed - Depiction of Area Dedicated**



Note: Diagram superseded by exhibit on preceding page. Included for reference only.

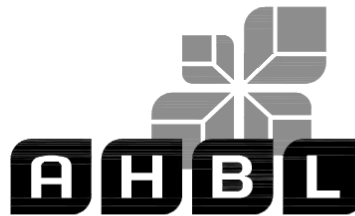


## EXHIBIT "A"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	142.66	N2° 34' 25"E
L2	1394.36	S71° 45' 56"E
L3	68.40	S71° 45' 56"E
L4	368.45	S12° 02' 49"W
L5	389.53	S33° 04' 14"W
L6	85.16	S23° 04' 14"W
L7	61.60	S11° 55' 46"E
L8	92.56	S46° 55' 46"E
L9	10.00	S56° 55' 46"E
L10	80.00	S33° 04' 14"W
L11	10.00	N56° 55' 46"W
L12	101.19	N66° 55' 46"W
L13	49.59	S78° 04' 14"W
L14	85.16	S43° 04' 14"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L15	10.00	S33° 04' 14"W
L16	68.00	N56° 55' 46"W
L17	10.00	N33° 04' 14"E
L18	93.79	N23° 04' 14"E
L19	36.51	N11° 55' 46"W
L20	100.26	N46° 55' 46"W
L21	10.50	N37° 50' 30"E
L22	69.00	N41° 09' 57"E
L23	4.14	N37° 50' 30"E
L24	93.06	S66° 55' 46"E
L25	50.83	N78° 04' 14"E
L26	93.79	N43° 04' 14"E
L27	389.53	N33° 04' 14"E
L28	375.82	N12° 02' 49"E

JOB NO. 2200782.50  
 June 23, 2025  
 LEGAL BY: TD EXHIBIT BY: SW  
 w:\sdsproj\2020\2200782\2200782-trowbridge row  
 dedication-noram.dwg  
 PAGE 2 OUT OF 3



5804 Road 90,  
 Suite H,  
 Pasco, WA 99301  
 509.380.5883 TEL  
 509.380.5885 FAX

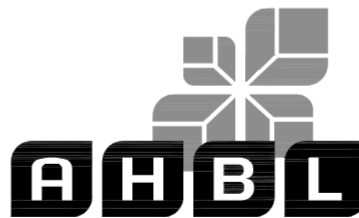
**THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.**

## EXHIBIT "A"

### CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	378.12	1030.50	21°01'24"	S22° 33' 32"W	376.00
C2	387.48	1263.50	17°34'16"	N67° 53' 25"W	385.96
C3	940.47	1336.50	40°19'05"	N56° 31' 00"W	921.19
C4	268.08	2263.50	6°47'09"	N39° 45' 02"W	267.92
C5	104.81	2261.48	2°39'19"	N47° 12' 14"W	104.80
C6	186.76	2258.50	4°44'16"	N48° 09' 55"W	186.70
C7	67.62	2269.00	1°42'27"	S49° 41' 17"E	67.62
C8	47.57	2338.00	1°09'57"	N49° 25' 02"W	47.57
C9	38.33	25.00	87°50'30"	N6° 04' 45"W	34.68
C10	1.29	430.00	0°10'17"	N37° 45' 21"E	1.29
C11	38.26	25.00	87°40'31"	S6° 10' 03"E	34.63
C12	558.20	2343.50	13°38'51"	N43° 10' 53"W	556.89
C13	884.18	1256.50	40°19'05"	S56° 31' 00"E	866.05
C14	412.01	1343.50	17°34'16"	N67° 53' 25"W	410.40
C15	353.17	962.50	21°01'24"	N22° 33' 32"E	351.19

JOB NO. 2200782.50  
 June 23, 2025  
 LEGAL BY: TD EXHIBIT BY: SW  
 w:\sdsproj\2020\2200782\2200782-trowbridge row  
 dedication-noram.dwg  
 PAGE 3 OUT OF 3



5804 Road 90,  
 Suite H,  
 Pasco, WA 99301  
 509.380.5883 TEL  
 509.380.5885 FAX

**THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.**

**WHEN RECORDED RETURN TO:**

**City Clerk  
City of Richland  
625 Swift Blvd. MS-07  
Richland, WA 99352**

Portion of Parcel No. 1-3298-400-0001-000

---

**RIGHT-OF-WAY DEDICATION DEED**

In and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **RICHLAND SCHOOL DISTRICT NO. 400**, a political subdivision of the State of Washington (“Grantor”), does hereby grant, convey and dedicate to the **CITY OF RICHLAND**, a Washington municipal corporation (“Grantee”), its successors and assigns, a public right-of-way in, upon, over, under, across and through the following property situated in the County of Benton, State of Washington, to be used for all lawful right-of-way purposes, surface and subsurface:

All that portion of the hereinafter described **Parcel A**, falling within the following described right-of-way tract:

**Right-of-Way Tract Description:**

That portion of the Southeast Quarter of Section 32 and the Southwest Quarter of Section 33, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, State of Washington, described as follows:

**Beginning** at the West Quarter Corner of said Section 33; Thence North 02°34’25” East along the West line of the Northwest Quarter thereof a distance of 142.66 feet to intersect the South line of the Plat of Goose Ridge Estates 2, Phase 1, as recorded in Volume 15 of plats at Page 756, under Auditor’s File Number 2023-002216, records of said county; Thence South 71°45’56” East along the South line of said Plat a distance of 1394.36 feet to the **True Point of Beginning**;

Thence continuing along said South line, South 71°45'56" East a distance of 68.40 feet;

Thence leaving said South line, South 12°02'49" West a distance of 368.45 feet to the beginning of a tangent curve concave to the northwest having a radius of 1030.50 feet;

Thence southwesterly along the arc of said curve through a central angle of 21°01'24" a distance of 378.12 feet;

Thence South 33°04'14" West a distance of 389.53 feet;

Thence South 23°04'14" West a distance of 85.16 feet;

Thence South 11°55'46" East a distance of 61.60 feet;

Thence South 46°55'46" East a distance of 92.56 feet;

Thence South 56°55'46" East a distance of 10.00 feet;

Thence South 33°04'14" West a distance of 80.00 feet;

Thence North 56°55'46" West a distance of 10.00 feet;

Thence North 66°55'46" West a distance of 101.19 feet;

Thence South 78°04'14" West a distance of 49.59 feet;

Thence South 43°04'14" West a distance of 85.16 feet;

Thence South 33°04'14" West a distance of 10.00 feet;

Thence North 56°55'46" West a distance of 68.00 feet;

Thence North 33°04'14" East a distance of 10.00 feet;

Thence North 23°04'14" East a distance of 93.79 feet;

Thence North 11°55'46" West a distance of 36.51 feet;

Thence North 46°55'46" West a distance of 100.26 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 1263.50 feet, the chord of which bears North 67°53'25" West a distance of 385.96 feet;

Thence northwesterly along the arc of said curve through a central angle of 17°34'16" a distance of 387.48 feet to the beginning of a reverse curve concave to the northeast having a radius of 1336.50 feet;

Thence northwesterly along the arc of said curve through a central angle of 40°19'05" a distance of 940.47 feet to the beginning of a reverse curve concave to the southwest having a radius of 2263.50 feet;

Thence northwesterly along the arc of said curve through a central angle of 6°47'09" a distance of 268.08 feet to a point of cusp with a non-tangent curve concave to the southwest having a radius of 2261.48 feet; the chord of which bears North 47°12'14" West a distance of 104.80 feet;

Thence northwesterly along the arc of said curve through a central angle of 2°39'19" a distance of 104.81 feet to a point of cusp with a non-tangent curve concave to the southwest having a radius of 2258.50 feet, the chord of which bears North 48°09'55" West a distance of 186.70 feet;

Thence northwesterly along the arc of said curve through a central angle of 4°44'16" a distance of 186.76 feet;

Thence North 37°50'30" East a distance of 10.50 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 2269.00 feet, the chord of which bears South 49°41'17" East a distance of 67.62 feet;

Thence southeasterly along the arc of said curve, through a central angle of 1°42'27" a distance of 67.62 feet;  
Thence North 41°09'57" East a distance of 69.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 2338.00 feet, the chord of which bears North 49°25'02" West a distance of 47.57 feet;  
Thence northwesterly along the arc of said curve through a central angle of 1°09'57" a distance of 47.57 feet to the beginning of a reverse curve concave to the east having a radius of 25.00 feet;  
Thence northerly along the arc of said curve through a central angle of 87°50'30" a distance of 38.33 feet;  
Thence North 37°50'30" East a distance of 4.14 feet to the beginning of a tangent curve concave to the northwest having a radius of 430.00 feet;  
Thence northeasterly along the arc of said curve through a central angle of 0°10'17" a distance of 1.29 feet to a point of cusp with a non-tangent curve concave to the northeast having a radius of 25.00 feet, the chord of which bears South 6°10'03" East a distance of 34.63 feet;  
Thence southeasterly along the arc of said curve through a central angle of 87°40'31" a distance of 38.26 feet to the beginning of a reverse curve concave to the southwest having a radius of 2343.50 feet;  
Thence southeasterly along the arc of said curve through a central angle of 13°38'51" a distance of 558.20 feet to the beginning of a reverse curve concave to the northeast having a radius of 1256.50 feet;  
Thence southeasterly along the arc of said curve through a central angle of 40°19'05" a distance of 884.18 feet to the beginning of a reverse curve concave to the southwest having a radius of 1343.50 feet;  
Thence southeasterly along the arc of said curve through a central angle of 17°34'16" a distance of 412.01 feet;  
Thence South 66°55'46" East a distance of 93.06 feet;  
Thence North 78°04'14" East a distance of 50.83 feet;  
Thence North 43°04'14" East a distance of 93.79 feet;  
Thence North 33°04'14" East a distance of 389.53 feet to the beginning of a tangent curve concave to the northwest having a radius of 962.50 feet;  
Thence northeasterly along the arc of said curve through a central angle of 21°01'24" a distance of 353.17 feet;  
Thence North 12°02'49" East a distance of 375.82 feet to the **Point of Beginning** and the end of this description.

**Parcel A Description:**

A portion of the Southeast Quarter of Section 32 and a portion of the Southwest Quarter of Section 33, Township 9 North, Range 28 East of the Willamette Meridian, Benton county, Washington, more particularly described as follows:

**Commencing** at the Southeast corner of Section 32, also being the Southwest corner of Section 33, Thence North 02°34'25" East along the section line common

to the aforementioned Sections 32 and 33 a distance of 614.24 feet to a point on a non-tangent curve from which the radius point bears North  $03^{\circ}57'10''$  West a distance of 2325.00 feet, also being the **True Point of Beginning**;

Thence northwesterly along the arc of said curve through a central angle of  $43^{\circ}53'05''$  a distance of 1780.79 feet;

Thence North  $37^{\circ}50'30''$  East a distance of 1471.84 feet to the beginning of a non-tangent curve from which the radius points bears South  $39^{\circ}27'30''$  West a distance of 2269.00 feet;

Thence southeasterly along the arc of said curve through a central angle of  $14^{\circ}11'03''$  a distance of 561.71 feet to the beginning of a curve concave to the northeast having a radius of 1331.00 feet;

Thence southeasterly along the arc of said curve through a central angle of  $40^{\circ}19'05''$  a distance of 936.60 feet to the beginning of a curve concave to the southwest having a radius of 1269.00 feet;

Thence southeasterly along the arc of said curve through a central angle of  $19^{\circ}44'46''$  a distance of 437.74 feet;

Thence South  $56^{\circ}55'46''$  East a distance of 93.38 feet;

Thence South  $33^{\circ}04'14''$  West a distance of 492.60 feet to the beginning of a non-tangent curve from which the radius points bears South  $11^{\circ}21'18''$  West a distance of 100.00 feet; thence southwesterly along the arc of said curve through a central angle of  $95^{\circ}00'31''$  a distance of 165.82 feet;

Thence South  $81^{\circ}52'07''$  West a distance of 325.86 feet to the beginning of a curve concave to the north having a radius of 2325.00 feet;

Thence southwesterly along the arc of said curve through a central angle of  $04^{\circ}10'42''$  a distance of 169.55 feet to the **True Point of Beginning**.

*See Exhibit "A".*

Grantee shall have the right to regulate and use the area dedicated as and for right-of-way and for utility purposes. Such use shall include, but not be limited to the following: (1) the right of public ingress and egress through and along said area; (2) the right to locate, design, construct, install, inspect, protect, maintain, repair, modify, and otherwise change utilities, road rights-of-way, and any other appurtenances or related elements, including, but not limited to, pavement, signs, curbs, gutters, sidewalks, conduits, cables, wires, splicing boxes, power sources, and facilities, including but not limited to those for storm water, wastewater, water, electricity, gas, oil, telecommunications, communication transmission and reception, together with fencing and gates when the same are deemed by Grantee to be necessary to protect facilities, prevent intrusions, and otherwise protect the public from loss or harm; and (3) the right to engage in any other activity that is reasonably related to the construction, operation and maintenance of public utilities and rights-of-way that are located in the dedicated area. In addition, Grantee shall have the right to clear, remove and dispose of any material, obstructions, timber and vegetation within the dedication area.

Grantee's uses are unrestricted in location within the right-of-way and will not be limited in any way by the state of being, condition or location of the street. Grantee is also authorized to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon and for initial construction and maintenance operations. Grantee will restore disturbed property to equal or better condition.

Subject to the terms hereof, Grantee shall have all other rights and benefits that are reasonably necessary or useful for Grantee's full and complete use of the area dedicated. Grantor shall not authorize or otherwise permit any person or entity to interfere with Grantee's use of the dedicated area.

Grantor covenants that Grantor is lawfully seized and possessed of the real property described herein, and that Grantor has a good and lawful right to convey it or any part thereof and that Grantor will forever warrant and defend the same against all persons who may lawfully claim the same.

The undersigned requests that the Assessor and Treasurer of Benton County set over to the remainder the lien of all unpaid taxes, if any, affecting the property conveyed by this Right-of-Way Dedication Deed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this Deed is hereby tendered and that its terms and obligations are not binding upon the City of Richland unless and until the Richland City Council has taken action by ordinance or resolution to accept this Right-of-Way Deed of Dedication and the below Certificate of Acceptance has been executed.

CERTIFICATE OF ACCEPTANCE OF RIGHT-OF-WAY DEDICATION DEED

The interest in real property conveyed by this Right-of-Way Dedication Deed has been accepted by Ordinance No. 2026-03 of the City Council of the City of Richland on the \_\_\_\_ day of \_\_\_\_\_, 2026, and the authorized officer of such governing body has consented to recordation of said Deed of Dedication with the Benton County Auditor.

Accepted by the City of Richland:

\_\_\_\_\_  
Jon Amundson, ICMA-CM, City Manager

Attest:

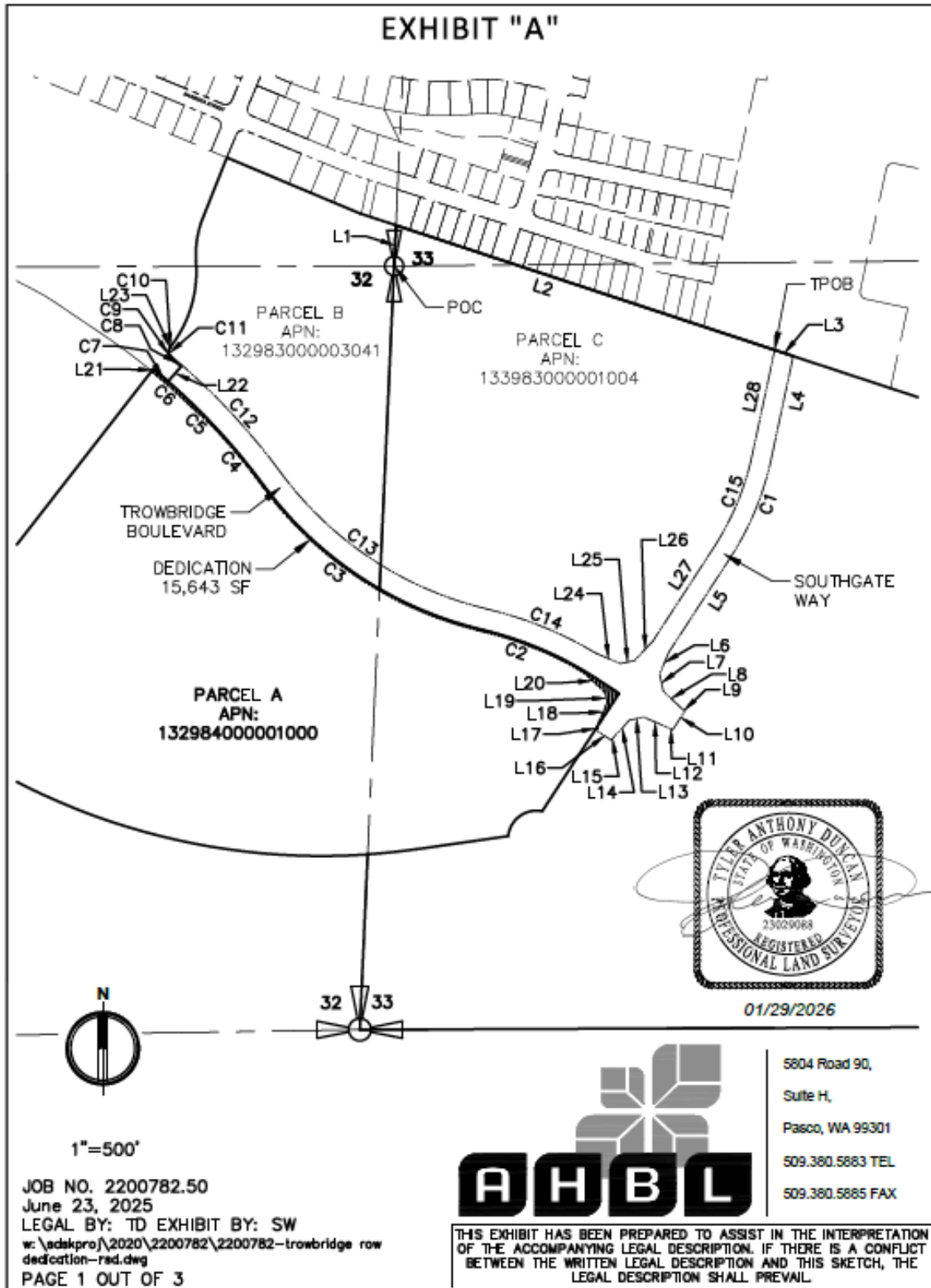
Approved as to form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

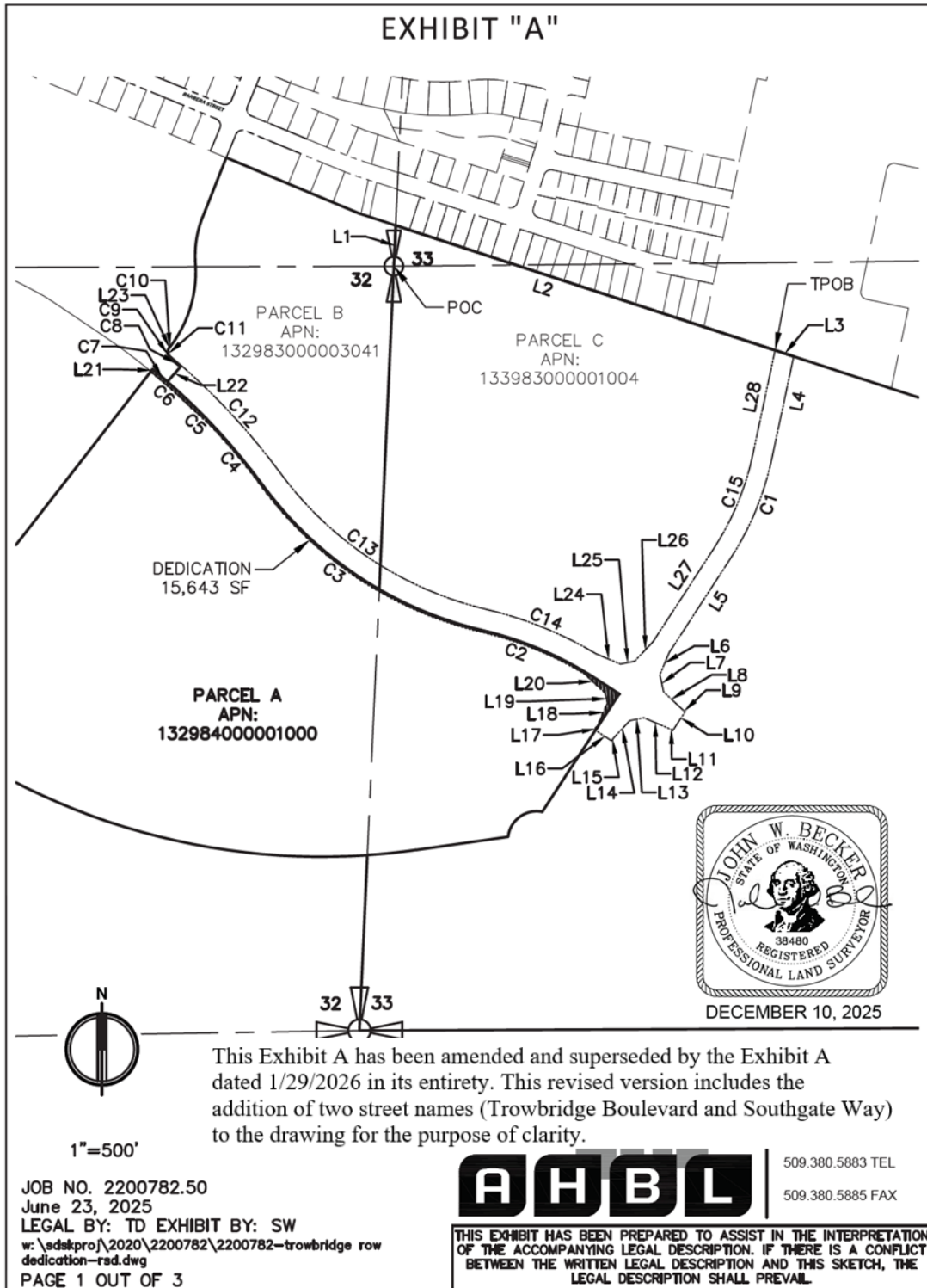
\_\_\_\_\_  
Heather Kintzley, City Attorney



**Exhibit A to Right-of-Way Dedication Deed - Depiction of Area Dedicated**



Note: Diagram superseded by exhibit on preceding page. Included for reference only.



# EXHIBIT "A"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	142.66	N2° 34' 25"E
L2	1394.36	S71° 45' 56"E
L3	68.40	S71° 45' 56"E
L4	368.45	S12° 02' 49"W
L5	389.53	S33° 04' 14"W
L6	85.16	S23° 04' 14"W
L7	61.60	S11° 55' 46"E
L8	92.56	S46° 55' 46"E
L9	10.00	S56° 55' 46"E
L10	80.00	S33° 04' 14"W
L11	10.00	N56° 55' 46"W
L12	101.19	N66° 55' 46"W
L13	49.59	S78° 04' 14"W
L14	85.16	S43° 04' 14"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L15	10.00	S33° 04' 14"W
L16	68.00	N56° 55' 46"W
L17	10.00	N33° 04' 14"E
L18	93.79	N23° 04' 14"E
L19	36.51	N11° 55' 46"W
L20	100.26	N46° 55' 46"W
L21	10.50	N37° 50' 30"E
L22	69.00	N41° 09' 57"E
L23	4.14	N37° 50' 30"E
L24	93.06	S66° 55' 46"E
L25	50.83	N78° 04' 14"E
L26	93.79	N43° 04' 14"E
L27	389.53	N33° 04' 14"E
L28	375.82	N12° 02' 49"E

JOB NO. 2200782.50  
 June 23, 2025  
 LEGAL BY: TD EXHIBIT BY: SW  
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 dedication-rsd.dwg  
 PAGE 2 OUT OF 3



5804 Road 90,  
 Suite H,  
 Pasco, WA 99301  
 509.380.5883 TEL  
 509.380.5885 FAX

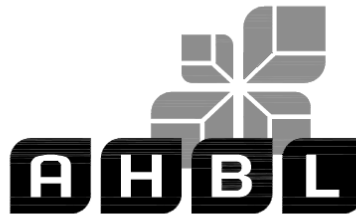
**THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.**

## EXHIBIT "A"

### CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	378.12	1030.50	21°01'24"	S22° 33' 32"W	376.00
C2	387.48	1263.50	17°34'16"	N67° 53' 25"W	385.96
C3	940.47	1336.50	40°19'05"	N56° 31' 00"W	921.19
C4	268.08	2263.50	6°47'09"	N39° 45' 02"W	267.92
C5	104.81	2261.48	2°39'19"	N47° 12' 14"W	104.80
C6	186.76	2258.50	4°44'16"	N48° 09' 55"W	186.70
C7	67.62	2269.00	1°42'27"	S49° 41' 17"E	67.62
C8	47.57	2338.00	1°09'57"	N49° 25' 02"W	47.57
C9	38.33	25.00	87°50'30"	N6° 04' 45"W	34.68
C10	1.29	430.00	0°10'17"	N37° 45' 21"E	1.29
C11	38.26	25.00	87°40'31"	S6° 10' 03"E	34.63
C12	558.20	2343.50	13°38'51"	N43° 10' 53"W	556.89
C13	884.18	1256.50	40°19'05"	S56° 31' 00"E	866.05
C14	412.01	1343.50	17°34'16"	N67° 53' 25"W	410.40
C15	353.17	962.50	21°01'24"	N22° 33' 32"E	351.19

JOB NO. 2200782.50  
 June 23, 2025  
 LEGAL BY: TD EXHIBIT BY: SW  
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 PAGE 3 OUT OF 3



5804 Road 90,  
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## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2026

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority I - High Performance Government

### Subject

Ordinance No. 2026-04, Amending the 2026 Budget in Various Funds

Department/Office	Ordinance/Resolution Number	Document Type
Finance	2026-04	Ordinance

### Recommended Motion

Give second reading and pass Ordinance No. 2026-04, amending the 2026 Budget to provide additional appropriations in the General Fund, City Streets Fund, Industrial Development Fund, and Park Construction Fund, and declaring an emergency in the City's General Fund.

### Summary

Ordinance 2026-04 will amend the 2026 budget in various funds, as follows:

The Richland Police Department needs to replace the forensics lab server and the concealment pistols for the SCU, ICAC, and Metro detectives. These expenditures, valued at \$25,000 and \$5,000 respectively, were not identified during the 2026 Police Services budget review. RPD has an unappropriated reserve in the General Fund in the amount of \$79,326.38 (Police Training Fees) that is available to fund these additional needs.

Additional appropriations in the amount of \$56,600 are necessary for tenant improvements and lease expenditures for additional office space for Fire & Emergency Services administrative staff, which was not included in the 2026 Budget.

Additional appropriations in the amount of \$45,000 are needed from the cable capital equipment reserve to replace end-of-life equipment used to record and broadcast city council meetings and other public programming, as well as to meet federal accessibility standards related to the Americans with Disabilities Act (ADA), including closed captioning requirements for live and recorded public meetings.

The City has been awarded a \$900,000 Clean Energy Planning and Siting Grant from the Washington State Department of Commerce, and additional appropriations are needed in the Industrial Development Fund to spend the grant funds for master planning activities for the Richland Innovation Center, Northwest Advanced Clean Energy Park, and Horn Rapids/North Horn Rapids.

In the 2026 Budget, \$100,000 was appropriated in the Park Project Construction Fund for the Neighborhood Traffic Safety Program. These funds are more appropriately tracked and spent in the City Streets Fund. This amendment will relocate the \$100,000 in budgeted appropriations from the Park Project Construction Fund to the City Streets Fund.

Staff recommends approval of Ordinance 2026-04 for second reading and passage.

### Fiscal Impact

Approval of Ordinance No. 2026-04 will increase overall appropriations by \$1,031,600, of which \$131,600 is from fund balance and \$900,000 is from new revenue.

### Attachments

- Ordinance No. 2026-04

**ORDINANCE NO. 2026-04**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2026 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS IN THE CITY'S GENERAL FUND, CITY STREETS FUND, INDUSTRIAL DEVELOPMENT FUND, AND PARK PROJECT CONSTRUCTION FUND, AND DECLARING THAT A PUBLIC EMERGENCY EXISTS IN THE CITY'S GENERAL FUND.**

**WHEREAS**, on December 2, 2025, Richland City Council approved Ordinance No. 2025-33 adopting the 2026 Budget; and

**WHEREAS**, the Richland Police Department (RPD) has an unappropriated reserve in the General Fund in the amount of \$79,326.38; and

**WHEREAS**, the computer forensic lab server, which is over ten (10) years old and failing, will be replaced by a new server estimated to cost \$25,000; and

**WHEREAS**, the smaller and more compact handguns issued to RPD detectives assigned to Street Crimes Unit, Internet Crimes Against Children, and Metro require upgrading to the Red Dot System (RDS) of optics to increase accuracy through updated technology and training; and

**WHEREAS**, the concealed handguns upgrade is estimated at \$5,000; and

**WHEREAS**, as part of the 2026 budget planning process, the Richland Fire Department determined additional office space was required to accommodate fire administrative staff; and

**WHEREAS**, additional appropriations in the amount of \$56,600 are necessary for tenant improvements and lease expenditures, which were not included in the 2026 Budget; and

**WHEREAS**, additional appropriations in the amount of \$45,000 are needed from the cable capital equipment reserve to replace end-of-life equipment used to record and broadcast city council meetings and other public programming; and

**WHEREAS**, the replacement equipment is also necessary to meet federal accessibility standards related to the Americans with Disabilities Act (ADA), including closed captioning requirements for live and recorded public meetings; and

**WHEREAS**, the City has been awarded a \$900,000 Clean Energy Planning and Siting Grant from the Washington State Department of Commerce; and

**WHEREAS**, additional appropriations in the amount of \$900,000 are needed in the Industrial Development Fund to spend the grant funds for master planning activities for the Richland Innovation Center, Northwest Advanced Clean Energy Park, and Horn Rapids/North Horn Rapids area; and

**WHEREAS**, \$100,000 budgeted in the Park Project Construction Fund for the Neighborhood Traffic Safety Program is more appropriately budgeted in the City Streets Fund; and

**WHEREAS**, additional appropriations in the amount of \$100,000 are needed in the City Streets Fund, offset by a reduction in appropriations of \$100,000 in the Park Project Construction Fund, to administer the Neighborhood Traffic Safety Program; and

**WHEREAS**, no funds were appropriated in the 2026 Budget for the items listed above; and

**WHEREAS**, sufficient unappropriated funds are available, or new revenues are available to support the required budget adjustments; and

**WHEREAS**, pursuant to RCW 35.33.091, a duly noticed public hearing was held on February 17, 2026 regarding the increase in appropriations from beginning fund balance in the General Fund.

**NOW, THEREFORE, BE IT ORDAINED** by the City of Richland as follows:

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2026 Budget was adopted.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General Fund.

Section 3. Amendment of the 2026 Budget. The 2026 Budget is hereby amended to provide additional appropriations as follows:

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 82,849,750	\$ 131,600	\$ 82,981,350	\$ 131,600	\$ -
101	CITY STREETS FUND	\$ 4,890,164	\$ 100,000	\$ 4,990,164	\$ -	\$ 100,000
112	INDUSTRIAL DEVELOPMENT FUND	\$ 2,325,125	\$ 900,000	\$ 3,225,125	\$ -	\$ 900,000
380	PARK PROJECT CONSTRUCTION FUND	\$ 1,990,000	\$ (100,000)	\$ 1,890,000	\$ -	\$ (100,000)
<b>TOTAL</b>		<b>\$ 92,055,039</b>	<b>\$ 1,031,600</b>	<b>\$ 93,086,639</b>	<b>\$ 131,600</b>	<b>\$ 900,000</b>

Section 4. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

*This space intentionally left blank.*

**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the 3<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: February 17, 2026  
Second Reading: March 3, 2026  
Date Published: March 8, 2026



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

### Subject

Resolution No. 2026-27, Authorizing a Three-Year Agreement with Insight Public Sector for Microsoft Volume Licensing

### Department/Office

City Manager

### Ordinance/Resolution Number

2026-27

### Document Type

Resolution

### Recommended Motion

Adopt Resolution No. 2026-27, authorizing the City Manager to sign and execute a three-year agreement with Insight Public Sector for Microsoft volume licensing.

### Summary

The City utilizes Microsoft 365 Enterprise G5, a cloud-based, subscription-licensed productivity and security suite that provides enterprise versions of Office applications, Exchange Online, Teams, SharePoint, advanced threat protection, and compliance tools. The City has also added Enterprise Mobility + Security (EMS) to the G5 suite to better manage and secure mobile devices, protect user identities, and enforce access and data-protection policies across City devices. In addition, Windows 10 Enterprise E5 has been added to enforce endpoint protection and faster incident response capabilities through advanced threat detection and automated investigation, continuous vulnerability and configuration management, exploit-reduction controls, and richer device telemetry and analytics. These tools integrate with the City's broader security and compliance systems (including enhanced Microsoft Purview eDiscovery capabilities). The subscription model permits authorized City employees to access licensed software and services on City-owned devices and remote endpoints as needed to perform official duties.

Pursuant to RCW 39.34.030, the City is authorized to enter into cooperative purchasing agreements with other public agencies to "piggyback" onto procurement efforts conducted by those agencies. The solicitation, evaluation, and award process conducted by the State of Washington Master Contract No. 14922-03/NASPO Agreement #CTR60025 meets the City of Richland's procurement requirements.

The City's current three-year Microsoft volume licensing agreement expires on March 31, 2026. Pursuant to RMC 3.04.050(B), Council authorization is required for purchases of goods in excess of \$500,000. The three-year base cost of this agreement (excluding taxes) is \$1,251,079.56.

Staff recommends adoption of Resolution No. 2026-27.

### Fiscal Impact

The three-year base (excluding taxes) cost is \$1,251,079.56 (three equal annual base charges of \$417,026.52); if the Year-1 purchase order is issued on or before April 15, 2026, the estimated sales tax is 8.7% for Year-1 and 8.8% for Years 2 and 3, yielding estimated totals of \$453,307.83 (Year-1) and \$453,724.85 (each for Years 2 and 3) and an estimated three-year total including tax of \$1,360,757.53. There are sufficient funds in the 2026 Information Technology budget to cover Year-1 in the amount of \$453,307.83, and staff will budget \$453,724.85 in each of the 2027 and 2028 Information Technology budgets to cover Years 2 and 3, with final tax and invoice amounts subject to the tax rate in effect and the date of purchase order issuance.

### Attachments

1. Resolution No. 2026-27
2. Microsoft Volume Licensing Agreement

**RESOLUTION NO. 2026-27**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
AUTHORIZING A THREE-YEAR AGREEMENT WITH INSIGHT  
PUBLIC SECTOR FOR MICROSOFT VOLUME LICENSING.**

**WHEREAS**, the City of Richland exclusively uses the Microsoft software suite which allows all employees to access the software on all city-owned devices; and

**WHEREAS**, the City purchases Microsoft volume licensing which provides an easier and more affordable method of running the software on multiple computers; and

**WHEREAS**, pursuant to RCW 39.34.030, the City is authorized to enter into cooperative purchasing agreements with other public agencies to “piggyback” onto procurement efforts conducted by those agencies; and

**WHEREAS**, the solicitation, evaluation and award process conducted by the State of Washington Master Contract No. 14922 meets the City of Richland’s procurement requirements; and

**WHEREAS**, the City’s current three-year agreement with Microsoft will expire on March 31, 2026, and a renewal agreement is needed with Council approval to avoid a disruption in service; and

**WHEREAS**, Insight Public Sector requires a purchase order for year one of their three-year agreement before sending the City an actual contract for signature; and

**WHEREAS**, the contract before Council is a sample of what Insight Public Sector will provide to the City of Richland.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland that the City Manager is authorized to sign and execute a three-year agreement with Insight Public Sector for Microsoft Volume Licensing.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 3<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

# Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

**Customer**

**Name of Entity (must be legal entity name)\***

**Signature\*** \_\_\_\_\_

**Printed First and Last Name\***

**Printed Title**

**Signature Date\***

---

**Tax ID**

*\* indicates required field*

<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> _____ <b>Printed Title</b> _____ <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

Legal Review

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)


Framework ID  
(if applicable)

--

Previous Enrollment number  
(Reseller to complete)

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

### Terms and Conditions

#### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## 2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included in the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

**(vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

**(vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

**(i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

**(ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

**i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

**j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

**a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

**b. Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i)** Government Community Cloud Services will be offered only within the United States.
  - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Legal Review

## Enrollment Details

### 1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

**Enrolled Affiliate only.**

**All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

**Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

### 2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties

that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\***  
**Contact name: First\* Middle Last\***  
**Contact email address\***  
**Street address\***  
**City\***  
**State\***  
**Postal code\* -**  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***  
**Tax ID**  
**Work or School (WSA) Account ID**  
*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name: First\* Middle Last\***  
**Contact email address\***  
**Street address\***  
**City\***  
**State\***  
**Postal code\* -**  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***  
**Work or School (WSA) Account ID**  
**Language preference.** Choose the language for notices: English  
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.  
*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name: First\* Middle Last\***  
**Contact email address\***  
**Phone\***

**Work or School (WSA) Account ID**

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

- Reseller company name\***
- Street address (PO boxes will not be accepted)\***
- City\***
- State\***
- Postal code\***
- Country\***
- Contact name\***
- Phone\***
- Contact email address\***

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p><b>Signature*</b> _____</p> <p><b>Printed name*</b></p> <p><b>Printed title*</b></p> <p><b>Date*</b></p>
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*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
  - (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

**3. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Legal Review

# Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement (“Agreement”) is entered into between the entities identified on the signature form.

**Effective date.** The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) any Affiliate Enrollment entered into under this Agreement, and (4) any order submitted under this Agreement.

**Please note:** Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

## Terms and Conditions

### 1. Definitions.

“Affiliate” means

- a. with regard to Customer,
  - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
  - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state jurisdiction and geographic boundaries; and
  - (iii) any other entity in Customer’s state expressly authorized by the laws of Customer’s state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

“Customer” means the legal entity that has entered into this Agreement with Microsoft.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

“day” means a calendar day, except for references that specify “business day”.

“Enrolled Affiliate” means an entity, either Customer or any one of Customer’s Affiliates that has entered into an Enrollment under this Agreement.

“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Material Adverse Changes” means any change to the Use Rights for a Product that could reasonably affect Enrolled Affiliate’s decision to purchase the Product and that would require Enrolled Affiliate’s to purchase additional licenses, increase the cost to Enrolled Affiliate of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersedes the terms of any end user license agreement (on screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. How the Enterprise program works.**

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only

Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

### 3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
  - (i) **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material Adverse Changes published after the start of a calendar month will apply beginning the following month.
  - (ii) **For Versioned Software.** Material Adverse Changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment
  - (iii) **For all other Products (e.g. Office 365 services).** Material Adverse Changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
  - (iv) **For use rights granted through Software Assurance.** Material Adverse Changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
  - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

#### 4. **Making copies of Products and re-imaging rights.**

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
  - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
  - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.
  - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
  - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

## 5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:
- (i) an Affiliate, or
  - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation.
- Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.
- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

## 6. ***Term and termination.***

- a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
  - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
    - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
    - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
  - (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
    - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled “Buy-out option,” provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
    - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.
- Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.
- f. Effect of termination or expiration.** When an Enrollment expires or is terminated,
- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled “Early termination,” all unpaid payments for Licenses immediately become due and payable.
  - (ii) Enrolled Affiliate’s right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

## 7. **Use, ownership, rights, and restrictions.**

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

## 8. **Confidentiality.**

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

## 9. **Privacy and compliance with laws.**

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

## 10. **Warranties.**

### a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

## 11. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

## 12. **Limitation of liability.**

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

## 13. **Verifying compliance.**

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor.
- b. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate uses or distributes. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

- c. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable license rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

#### **14. Miscellaneous.**

- a. **Use of contractors.** Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- h. Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) at: <https://www.microsoft.com/licensing/servicecenter> (or a successor site). Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) the Microsoft Products and Services Data Protection Addendum, (2) this Enterprise Agreement, (3) any Enrollment, (4) the Product Terms, (5) Service Level Agreements, (6) orders submitted under this Agreement, and (7) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate and is not provided for use by or personal benefit of any specific government employee.
- o. Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

# Enterprise and Enterprise Subscription Enrollment Product Selection Form

Enrollment Number  
 Microsoft to complete for initial term.  
 Reseller or Software Advisor to  
 complete for renewal or with prior  
 qualifying Enrollment/Agreement

**Step 1. Enter all fields in the table below (Required).**

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise			Choose One	Choose One
Device Profile (e.g. Call Center)			Choose One	Choose One

**Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order.** Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is stepping-up within Enrollment term.

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
<b>Microsoft 365</b>		
Microsoft 365 E3 USL		
Microsoft 365 E3 Add-on		
Microsoft 365 E5 USL		
Microsoft 365 E5 Add-on		
<b>Office Professional Plus/Microsoft 365 Apps for enterprise</b>		
Office Professional Plus		
Microsoft 365 Apps for enterprise		
<b>Office 365 Plans</b>		
Office 365 Plan E1 USL		
Office 365 Plan E3 USL		
Office 365 Plan E5 USL		
Office 365 Plan E1 Add-on		
Office 365 Plan E3 Add-on		
Office 365 Plan E5 Add-on		
Office 365 Plan E3 without Apps for enterprise Add-on		
<b>Client Access License (CAL)</b>		
Choose Core CAL or Enterprise CAL:	<Choose One>	<Choose One>
Core CAL or Enterprise CAL		
Bridge for Office 365		
Bridge for Enterprise Mobility Suite		

Legal Review

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
<b>Windows Desktop</b>		
Windows Enterprise E3 and LTSB Upgrade per Device		
Windows Enterprise E5 per Device SL		
Windows Enterprise E3 per User SL		
Windows Enterprise E3 per User Add-on SL		
Windows Enterprise E5 per User SL		
Windows Enterprise E5 per User Add-on SL		
Windows Enterprise E5 per Device Add-on SL		
Windows VDA		
Windows VDA per User SL		
<b>Enterprise Mobility + Security</b>		
Enterprise Mobility + Security E3 USL		
Enterprise Mobility + Security E3 Add-on		
Enterprise Mobility + Security E5 USL		
Enterprise Mobility + Security E5 Add-on		

**Step 3. Establish the Enrolled Affiliate's price level.** Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. *DO NOT INCLUDE BRIDGE CALS OR ADD-ONS.*

Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Microsoft 365 Apps for enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 USL	Client Access License + Office 365 (Plans E1, E3, and E5) + Microsoft 365 USL	Client Access License + Enterprise Mobility and Security USL + Microsoft 365 USL	Windows Enterprise E3 and LTSB Upgrade+ Windows Enterprise E5 + Win E3/E5 USL + Win E3/E5 per Device + Windows VDA + Windows Enterprise E3 per User SL + Windows Enterprise E5 per User SL + Windows VDA per User USL + Microsoft 365 USL
<b>Quantity</b>				

Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	

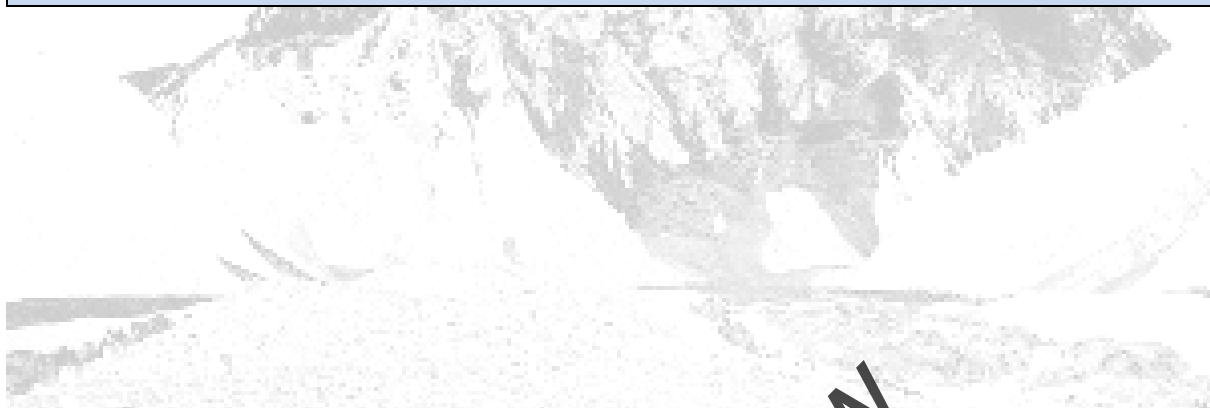
Quantity of Licenses and Software Assurance to Price Level Mapping:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

**Notes:**

1. In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.
2. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
3. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
4. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

**This form must be attached to a signature form to be valid.**



**Legal Review**



## Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to:  Agreement  
 Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

### Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

#### 1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity\*  
Contact name\*: First Last  
Contact email\*  
Street address\*  
City\* State\* Postal code\*  
Country\*  
Phone\* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

#### 2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity\*  
Contact name\*: First Last  
Contact email\*  
Street address\*  
City\* State\* Postal code\*  
Country\*  
Phone\* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

### **3. Subscriptions manager.**

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

**Name of Entity\***

**Contact name\*:** First Last

**Contact email\***

**Street address\***

**City\* State\* Postal code\***

**Country\***

**Phone\* Fax**

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

### **4. Online Services manager.**

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

**Name of Entity\***

**Contact name\*:** First Last

**Contact email\***

**Street address\***

**City\* State\* Postal code\***

**Country\***

**Phone\* Fax**

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

### **5. Customer Support Manager (CSM):**

This person is designated as the Customer Support Manager (CSM) for support-related activities.

**Name of Entity\***

**Contact name\*:** First Last

**Contact email\***

**Street address\***

**City\* State\* Postal code\***

**Country\***

**Phone\* Fax**

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

### **6. Primary contact information:**

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

**Name of Entity\***

**Contact name\*:** First Last

Contact email\*  
Street address\*  
City\*      State\*      Postal code\*  
Country\*:  
Phone\*      Fax

**7. Notices contact and online administrator information:**

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

**Name of Entity\***

Contact name\*: First      Last

Contact email\*

Street address\*

City\*      State\*      Postal code\*

Country\*:

Phone\*      Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.



**Legal Review**

## Affiliate Information Form

Microsoft is a US corporation subject to US, EU, and UK trade laws and regulations. To comply with applicable laws and regulations, complete Affiliate information must be collected. This form collects this information to ensure Microsoft's compliance.

### ***Affiliate information.***

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)**

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)**

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)**

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)**

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)**

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)**

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)**

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)**

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)\***

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

**Public Customer Number (PCN)**

**Entity type\*** <choose one>

**Registration number (if applicable)**

**Organization name\***

**Street address\***

**City\***

**State/Province (if applicable)**

**Postal code\***

**Country code (ISO)\***

*\*indicates required fields*

Legal Review

**Public Customer Number (PCN)**  
**Entity type\*** <choose one>  
**Registration number (if applicable)**  
**Organization name\***  
**Street address\***  
**City\***  
**State/Province (if applicable)**  
**Postal code\***  
**Country code (ISO)\***  
*\*indicates required fields*

**Public Customer Number (PCN)**  
**Entity type\*** <choose one>  
**Registration number (if applicable)**  
**Organization name\***  
**Street address\***  
**City\***  
**State/Province (if applicable)**  
**Postal code\***  
**Country code (ISO)\***  
*\*indicates required fields*

Attach additional pages as needed.



**Legal Review**



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2026

Agenda Category: Resolutions - Adoption

Strategic Priority 4 - Quality of Life

### Subject

Resolution No. 2026-28, Authorizing a Grant Application to the Continuum of Care and Youth Demonstration Program

### Department/Office

Development Services

### Ordinance/Resolution Number

2026-28

### Document Type

Resolution

### Recommended Motion

Adopt Resolution No. 2026-28, authorizing submission of a grant application to the Continuum of Care and Youth Demonstration Program offered by the United States Department of Housing and Urban Development.

### Summary

Resolution No. 2026-28 authorizes the submission of a grant application for funding under the Continuum of Care (CoC) Program and the Youth Homeless Demonstration Program (YHDP) offered by the United States Department of Housing and Urban Development (HUD).

The City intends to request \$785,500 in funding. If awarded, the City will allocate grant funds to support services designed to quickly rehouse eligible individuals and families experiencing homelessness, including youth and persons experiencing trauma or a lack of safety due to fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking. The City will serve in an administrative capacity and will not directly provide program services.

The required match will be met through in-kind contributions from participating agencies. Support will include the use of office space, equipment, and staff time necessary for program implementation and administration. All awarded funds must be expended by December 31, 2027. If the application is successful, a subsequent resolution will be presented to City Council authorizing execution of a grant agreement with HUD.

Staff recommends adoption of Resolution No. 2026-28.

### Fiscal Impact

None.

### Attachments

- I. Resolution No. 2026-28

**RESOLUTION NO. 2026-28**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
AUTHORIZING A GRANT APPLICATION FOR THE CONTINUUM  
OF CARE COMPETITION AND YOUTH HOMELESS  
DEMONSTRATION PROGRAM.**

**WHEREAS**, the United States Department of Housing and Urban Development has issued a Notice of Funding Opportunity (NOFO) for local government agencies to apply for grant funding from the Continuum of Care Competition and Youth Homeless Demonstration Program; and

**WHEREAS**, the grant application, if successful, will provide funding for services to quickly rehouse individuals and families experiencing homelessness, persons experiencing trauma or a lack of safety related to fleeing or attempting to flee domestic violence, dating violence, and sexual assault; and

**WHEREAS**, the City is requesting \$785,500 in grant funding. Match funding will be in the form of in-kind support from eligible subrecipients.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland that staff is authorized to submit a grant application to the United States Department of Housing and Urban Development Continuum of Care Competition and Youth Homeless Demonstration Program.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 3<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2026

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

### Subject

Resolution No. 2026-29, Authorizing a Special Election on the November 2026 Ballot for Council Position No. 4

Department/Office	Ordinance/Resolution Number	Document Type
City Attorney	2026-29	Resolution

### Recommended Motion

Adopt Resolution No. 2026-29, requesting the Benton County Auditor to call and conduct a special election on November 3, 2026, in conjunction with the state general election, for the purpose of electing a qualified person to fill the vacant Richland City Council Position No. 4 for the remainder of the unexpired term.

### Summary

On November 25, 2025, the Benton County Auditor certified the results of the 2025 General Election and issued a Certificate of Election identifying Donald Landsman as the candidate elected to Position No. 4 on the Richland City Council. Mr. Landsman passed away prior to the November 4, 2025 General Election, thereby creating a vacancy in Position No. 4 effective January 1, 2026.

In January 2026, the City Council initiated the appointment process to temporarily fill the vacancy. Interim Councilmember Todd Samual was appointed effective February 3, 2026. As publicly announced, the appointed councilmember will serve until the candidate elected in the November 3, 2026 General Election takes office.

The City of Richland is one of ten (10) first-class charter cities formed under Article XI, Section 10 of the Washington State Constitution. The Richland City Charter serves as the organic law of the City, defining its structure, powers, and essential rules. Article II, Section 2.04 of the Charter provides that a vacancy in the Council shall be filled at the next regular general election following the occurrence of the vacancy, and that the person elected shall serve the remainder of the unexpired term. Article VII, Section 7.01 further provides that regular primary and general municipal elections are held biennially in even-numbered years.

Although RCW 29A.04.330(1) generally provides that city general elections are held in odd-numbered years, the Washington State Attorney General's Office has opined that where a first-class city's charter provides for elections in even-numbered years, the statute does not preclude a special election for an unexpired term from being held in conjunction with the state primary and general election in an even-numbered year. RCW 29A.04.330(2)(d) authorizes a special election to be held on the first Tuesday after the first Monday in November upon resolution of the governing body.

Resolution No. 2026-29 formally requests that the Benton County Auditor call and conduct a special election within the City of Richland to be held on November 3, 2026, in conjunction with the state general election, for the purpose of electing a qualified person to fill Position No. 4 for the remainder of the unexpired term. The term for Position No. 4 expires December 31, 2029. The resolution further provides that the office shall appear as a separate position on the ballot and that the person elected shall take office at the next meeting of the Council following certification of the election results.

Adoption of Resolution No. 2026-29 ensures compliance with the Richland City Charter and state law while allowing voters to fill the vacancy at the next regular general municipal election in an even-numbered year.

### Fiscal Impact

Special election costs will be billed by Benton County in accordance with state law, and may depend on how many other issues also appear on the November 2026 ballot.

### Attachments

- Resolution No. 2026-29

**RESOLUTION NO. 2026-29**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, REQUESTING THE BENTON COUNTY AUDITOR TO CALL A SPECIAL ELECTION TO FILL THE VACANT POSITION NO. 4 ON THE RICHLAND CITY COUNCIL, TO BE HELD IN CONJUNCTION WITH THE NOVEMBER 3, 2026 GENERAL ELECTION, CONSISTENT WITH THE RICHLAND CITY CHARTER AND RCW 29A.04.330.**

**WHEREAS**, on November 25, 2025, the Benton County Auditor certified the results of the 2025 General Election and issued a Certificate of Election identifying Donald Landsman as the candidate elected to Position No. 4 on the Richland City Council; and

**WHEREAS**, Donald Landsman passed away prior to the November 4, 2025 General Election, thereby creating a vacancy in Position No. 4, effective January 1, 2026; and

**WHEREAS**, the City of Richland is a first-class charter city formed under Article XI, Section 10 of the Washington State Constitution, and the Richland City Charter is the organic law of the city; and

**WHEREAS**, Article II, Section 2.04 of the Richland City Charter provides that a vacancy in the Council shall be filled at the next regular general election following the occurrence of the vacancy, and that the person elected shall serve the remainder of the unexpired term and take office following certification of the election; and

**WHEREAS**, Article VII, Section 7.01 of the Richland City Charter provides that there shall be regular primary and general municipal elections biennially on the days provided by law in each even-numbered year and such special elections as the Council shall provide; and

**WHEREAS**, the Washington State Attorney General's Office has opined that, where a first-class city's charter provides for election in even-numbered years, RCW 29A.04.330(1) (formerly RCW 29.13.020) does not preclude a first-class city from conducting a special election (such as for an unexpired term in city office) in conjunction with the state primary and general election in an even-numbered year; and

**WHEREAS**, RCW 29A.04.330(2)(d) authorizes a special election to be held on the first Tuesday after the first Monday in November upon resolution of the governing body; and

**WHEREAS**, consistent with the Richland City Charter, the City Council desires to submit to the qualified voters of the City of Richland, at a special election held in conjunction with the November 3, 2026 general election, the election of a councilmember to fill the vacant Position No. 4 for the remainder of the unexpired term.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland that the Benton County Auditor is hereby requested to call and conduct a special election within the

City of Richland to be held on November 3, 2026, in conjunction with the state general election, for the purpose of electing a qualified person to fill the vacant Position No. 4 on the Richland City Council for the remainder of the unexpired term.

**BE IT FURTHER RESOLVED** that the office to be filled shall appear as a separate position on the election ballot as required by Article II, Section 2.04 of the Richland City Charter.

**BE IT FURTHER RESOLVED** that the person elected shall take office at the next meeting, regular or special, of the Council following certification of the election results, and shall serve the remainder of the unexpired term for Position No 4, which expires December 31, 2029.

**BE IT FURTHER RESOLVED** that the City Clerk is authorized and directed to promptly transmit a certified copy of this Resolution to the Benton County Auditor, together with such other materials as may be required by law.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 3<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2026

Agenda Category: Items of Business

Strategic Priority 1 - High Performance Government

Strategic Priority 4 - Quality of Life

### Subject

Resolution No. 2026-30, Declaring a Six-Month Moratorium on Siting Less Restrictive Alternative (LRA) Facilities Serving Sexually Violent Predators

### Department/Office

City Manager

### Ordinance/Resolution Number

2026-30

### Document Type

Resolution

### Recommended Motion

Adopt Resolution No. 2026-30, declaring a six-month moratorium on siting Less Restrictive Alternative (LRA) facilities serving sexually violent predators in the City of Richland.

### Summary

In 1990, the Washington State Legislature enacted the Community Protection Act, codified at Chapter 71.09 RCW, authorizing the indefinite civil commitment of individuals determined by a superior court to be sexually violent predators (SVPs). These individuals have completed their criminal sentences but have been found likely to reoffend if not confined in a secure facility. Subsequent federal litigation concerning the constitutional rights of civilly committed individuals resulted in the establishment of Secure Community Transition Facilities (SCTFs) and amendments to state law requiring annual review of SVPs to determine whether they qualify for placement in a Less Restrictive Alternative (LRA) setting.

LRA facilities include Secure Community Transition Facilities and any residence used as a court-ordered placement pursuant to RCW 71.09.096. Under RCW 36.70A.200, Secure Community Transition Facilities are included in the definition of Essential Public Facilities, and cities planning under the Growth Management Act are required to include provisions for siting such facilities within their development regulations.

The City's current regulations applicable to Essential Public Facilities do not adequately define LRA facilities or sufficiently address potential land use compatibility and life-safety impacts associated with their siting. In order to ensure that future regulations are deliberate, legally compliant, and protective of both facility residents and surrounding neighborhoods, a temporary moratorium is necessary.

Resolution No. 2026-30 establishes a six-month moratorium prohibiting the siting of any new LRA facility within all zoning districts in the City of Richland, and further prohibits the filing of applications for licenses, permits, or other approvals for such facilities during the moratorium period. The moratorium will become effective immediately upon adoption, and will remain in effect for six months unless repealed, modified, or extended following a public hearing and adoption of appropriate findings of fact. The moratorium will automatically expire upon the effective date of zoning regulations adopted by the Council specifically addressing the siting of LRA facilities.

State law requires that a public hearing be held within sixty (60) days of adopting a moratorium. Resolution No. 2026-30 sets the required public hearing for April 7, 2026, at 7:00 p.m. Following the public hearing, Council will adopt findings of fact and determine whether a formal work plan is necessary to develop permanent regulations.

The proposed moratorium is intended as a temporary and measured response that allows the City adequate time to study and adopt appropriate development regulations consistent with state law while ensuring protection of public health, safety, and welfare.

### Fiscal Impact

None.

### Attachments

I. Resolution No. 2026-30

**RESOLUTION NO. 2026-30**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, DECLARING A SIX-MONTH MORATORIUM ON THE SITING OF LESS RESTRICTIVE ALTERNATIVE (LRA) FACILITIES SERVING SEXUALLY VIOLENT PREDATORS WITHIN THE CITY, SETTING A PUBLIC HEARING DATE, AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, in 1990, the Washington State Legislature passed the Community Protection Act of 1990, codified at Chapter 71.09 RCW, to authorize the indefinite civil commitment of individuals found by superior court to be sexually violent predators (SVP); and

**WHEREAS**, individuals who are civilly committed as SVPs have fulfilled their sentence, but are likely to reoffend if not confined in a secure facility; and

**WHEREAS**, in 1991, a federal civil rights lawsuit was filed alleging violations of the constitutional rights of individuals who were civilly committed under the new Washington law. The lawsuit focused on the provision of constitutionally adequate mental health treatment and the opportunity for a less restrictive alternative (LRA) to total confinement; and

**WHEREAS**, the litigation resulted in the establishment of two (2) Secure Community Transition Facilities on McNeil Island and in South Seattle, and amended state law to require an annual review to determine if an SVP is eligible for placement in an LRA, which means court-ordered treatment in a setting less restrictive than total confinement; and

**WHEREAS**, LRA facilities, which provide court-ordered supervision, security, and treatment to individuals who have been civilly committed and conditionally released from total confinement, include Secure Community Transition Facilities and any residence used as a court-ordered placement under RCW 71.09.096; and

**WHEREAS**, the definition of “Secure Community Transition Facility” in RCW 71.09.020 expressly includes the facility located on McNeil Island, plus any community-based facilities established under Ch. 71.09 RCW operated by the Washington DSHS Secretary or under contract with the Washington DSHS Secretary; and

**WHEREAS**, Secure Community Transition Facilities are within the definition of Essential Public Facilities per RCW 36.70A.200; and

**WHEREAS**, RCW 36.70A.200 requires cities to include provisions for the siting of Essential Public Facilities, including but not limited to Secure Community Transition Facilities, which qualify as a less restrictive alternative for sexually violent predators who have been granted conditional release; and

**WHEREAS**, the City Council has authority under Article XI, Section 11 of the Washington State Constitution, RCW 35.22.690, RCW 35.63.220, RCW 36.70A.200, and RCW 36.70A.390 to regulate land uses and adopt interim zoning controls and moratoria; and

**WHEREAS**, Washington law requires a public hearing on a moratorium be held within sixty (60) days of the adoption date of the moratorium; and

**WHEREAS**, the Richland City Council has determined that existing city regulations regarding siting of Essential Public Facilities do not adequately define LRA facilities or mitigate their land use and life safety impacts to protect both the residents of potential LRA facilities within the city or the neighbors of such facilities; and

**WHEREAS**, the Richland City Council has determined that the best interests of the City are served by establishing a six-month moratorium on the siting of any new LRA facilities to provide the City an adequate opportunity to study appropriate regulations specifically for siting LRA facilities in the City of Richland consistent with state law.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland as follows:

Section 1. Moratorium Established. A moratorium is imposed prohibiting the siting of any LRA facility within all zoning districts within the City of Richland; and a moratorium is imposed on the filing with the City, or the Courts of Competent Jurisdiction, any applications for licenses, permits, or other approvals for the siting of any LRA facilities for the duration of this moratorium.

Section 2. Term of Moratorium. The moratorium imposed by this Resolution shall become effective on the date hereof, and shall continue in effect for an initial period of six (6) months, unless repealed, extended, or modified by the City Council after a public hearing and the entry of appropriate findings of fact as required by RCW 35.63.200; provided, however, that the moratorium shall automatically expire upon the effective date of zoning regulations adopted by the City Council to address the siting of LRA facilities within the City of Richland.

Section 3. Public Hearing. A public hearing shall be scheduled for 7:00 p.m., or as soon thereafter as the matter may be heard, on **Tuesday, April 7, 2026** at the City Council Chambers of the Richland City Hall, where City Council will hear evidence and consider the comments and testimony of those wishing to speak at such public hearing regarding the moratorium.

Section 4. Preliminary Findings. Following the public hearing, the City Council shall adopt Findings of Fact justifying its actions before the public hearing, and determine whether a work plan is necessary to address the issues involving siting LRA facilities within the City and if appropriate, extending the moratorium to complete the work plan and implementation of appropriate regulations.

Section 5 - Effective Date. This Resolution shall be in full force and effect upon its passage and signature below.

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 3<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney