

# Agenda Summary Report (ASR)

Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 5/27/2025	<b>PREPARED BY:</b> Shirley Jones
<b>Meeting Date Requested:</b> 6/18/2025	<b>PRESENTED BY:</b> Craig Erdman
<b>ITEM:</b> <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Brought Before the Board Time needed: 10 minutes
<b>SUBJECT:</b> Approving a Telecommunication System Franchise Agreement between Franklin County and Intermountain Infrastructure Group, LLC	
<b>FISCAL Impact:</b> No fiscal impact at this time.	
<b>BACKGROUND:</b> Intermountain Infrastructure Group, LLC, a Delaware limited liability company, wishing to construct fiber optic line within existing county right-of-way for the purpose of providing telecommunication service to areas within Franklin County, has requested a franchise subject to the conditions of the attached franchise agreement.  Notifications have appeared in the Courthouse and in the Franklin Graphic for an <b>open public hearing</b> as required.	
<b>RECOMMENDATION:</b> Approval of the resolution and agreement	
<b>COORDINATION:</b> Shirley Jones, Public Works Project Manager Blake Wilson, Intermountain Infrastructure Group, LLC Jeff Briggs, Chief Civil Deputy Prosecuting Attorney John Christensen, Assistant Public Works Director/Surveyor Craig Erdman, Public Works Director	
<b>ATTACHMENTS: (Documents you are submitting to the Board)</b> Resolution/Agreement	
<b>HANDLING / ROUTING: (Once the document is fully executed, it will be imported into Document Manager. Please list the <u>name(s)</u> of parties needing a PDF.)</b> Shirley Jones, Public Works Project/Program Manager	

*I certify the above information is accurate and complete.*

\_\_\_\_\_  
Brian Dandel, County Administrator

FRANKLIN COUNTY RESOLUTION NO. 2025 - 188

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF FRANKLIN COUNTY, WASHINGTON

**APPROVING A TELECOMMUNICATION SYSTEM FRANCHISE AGREEMENT  
BETWEEN FRANKLIN COUNTY AND INTERMOUNTAIN INFRASTRUCTURE  
GROUP, LLC**

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative body of each county is authorized to enter into contracts on behalf of the county and has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to Chapter 36.55, the legislative authority of any county may grant franchises to entities to use the right-of-way of county roads in their respective county for the construction and maintenance of utilities; and

**WHEREAS**, Intermountain Infrastructure Group, LLC, a Delaware limited liability company, wishing to construct fiber optic line within existing county right-of-way for the purpose of providing telecommunication service to areas within Franklin County, has requested a franchise subject to the conditions of the attached franchise agreement; and

**WHEREAS**, a public hearing on the proposed franchise was held on June 18, 2025, pursuant to Chapter 36.55; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached telecommunication system franchise agreement, finding it as being in the best interest of Franklin County;

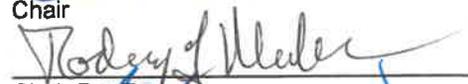
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Franklin County Commissioners hereby approves of and enters into the attached telecommunications system franchise agreement between Franklin County and Intermountain Infrastructure Group, LLC.

**APPROVED** this 18th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
\_\_\_\_\_

Chair

  
\_\_\_\_\_

Chair Pro Tem

  
\_\_\_\_\_

Member

Attest:

  
EDISA LUNA  
Clerk of the Board

**TELECOMMUNICATIONS FRANCHISE AGREEMENT  
BETWEEN  
FRANKLIN COUNTY AND INTERMOUNTAIN INFRASTRUCTURE GROUP, LLC**

**ARTICLE I – DEFINITIONS**

**Section 1. General Interpretation.**

For the purpose of this Franchise, words not otherwise defined shall be given their common and ordinary meaning. When consistent with the context, words used in the singular number include the plural number, words in the plural number include the singular number and words used in the present tense include the future tense.

**Section 2. Specific Definitions.**

B. **"County"** means the County of Franklin, Washington, and its lawful designees.

C. **"County Property"** means any real property owned by the County whether in fee or other ownership, estate or interest.

D. **"Effective Date"** means the date identified in Article XIX, Section 4.

E. **"Facilities"** means the equipment and facilities used in the provision of Services hereunder to be installed and operated by Grantee within the County for the purpose of operating a telecommunications system. Facilities includes all wires, lines, cables, conduit, equipment, switches, and supporting structures located within the County's right of way, utilized by Intermountain Infrastructure Group, LLC in operation of activities authorized by this Franchise Agreement. Facilities excludes "microcell facilities," minor facilities, "small cell facilities," all as defined by RCW 80.36.375, and "macrocell" facilities, including towers and new base stations and other similar facilities (except for fiber optic cable) used for the provision of "personal wireless services" as defined by RCW 80.36.375.

F. **"Fee"** means any assessment, license, charge, fee, imposition, tax (but excluding any utility users' tax or occupation tax), or levy lawfully imposed by any governmental body.

G. **"Franchise"** means the nonexclusive authorization granted herein to use County rights-of-way to construct, operate and maintain Grantee's Facilities.

H. **"Franchised Service Area"** means the unincorporated County limits.

I. **"Grantee"** means *Intermountain Infrastructure Group, LLC, a Delaware limited liability company*, its agents and employees, lawful transferees, successors or assigns subject to such conditions as defined herein.

J. "**Law(s)**" means any and all judicial decisions and any and all federal, state and local statutes, constitutions, ordinances, resolutions, regulations, rules, tariffs, administrative orders, certificates, orders, or other requirements of the County or other agency having jurisdiction over the parties to this Franchise, in effect at the time of execution of this Franchise and thereafter.

K. "**Month**" means a calendar month.

L. "**Person**" means an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust, and any other form of business association.

M. "**Provision**" means any clause, condition, covenant, qualification, restriction, reservation, term, or other stipulation in this Franchise that defines or otherwise controls, establishes, or limits the performance required or permitted by this Franchise. All Provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

N. "**Public Facility**" means any tower, water tower, building, pole or other structure which the County owns or controls.

O. "**Public Way**" means and includes the surface of and space above and below any real property in the County in which the County has an ownership interest or interest as trustee for the public, including but not limited to, all public streets, highways, roads, alleys, sidewalks, tunnels, viaducts, bridges, subways or skyways or any other public place or property under control of the County, and any public or utility easements established, dedicated, or devoted for public utility purposes.

P. "**Rights of Way**" means all County Property and Public Ways, collectively, within unincorporated Franklin County.

Q. "**Services**" means the telecommunications services provided through or in connection with the Facilities, as authorized herein. "Telecommunications Services" shall have the same meaning as provided in 47 USC § 153(53) and shall not include "cable service" within the meaning of 47 USC § 522.

R. "**System**" or "**Network**" means all of Grantee's Facilities used in the provision of Services in County, taken together as a unified system.

S. "**WUTC**" means the Washington Utilities and Transportation Commission.

## **ARTICLE II – FRANCHISE**

### **Section 1. Grant of Telecommunications Franchise.**

A. Grant of Franchise.

Subject to obtaining any permits as might be required under the County's Code or other applicable Laws (and subject to Grantee obtaining any additional necessary agreements, approvals or authorizations from any entity which owns poles or any other third party rights), the County hereby grants on a nonexclusive basis for Grantee to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Facilities within the Rights of Way in unincorporated Franklin County for the purposes of providing Services to Persons located within or without the limits of the County. Exhibit "A" represents the initial location of the proposed Facilities. Any work performed pursuant to the rights granted under this Franchise shall, be subject to the prior review and approval of the Franklin County Director of Public Works pursuant to a valid permit as may be required by Franklin County Code. During the term of this Franchise, the location of Facilities proposed to be installed by Grantee or its designee within the Rights of Way shall be disclosed, in writing, to the County by Grantee within ten (10) days before its installation, removal, or relocation or as otherwise required by County Code. The County further retains the right to require as-built drawings or schematics of facilities installed within the right-of-way within sixty (60) days upon completion of construction. This Franchise grants authority to construct and maintain Facilities in Right of Ways in accordance with a valid permit as may be required by County Code. This Franchise is granted pursuant to the terms and conditions contained herein and applicable law. All provisions of such applicable law, except as may be explicitly set forth in this Agreement, are hereby incorporated by reference. Nothing herein shall be construed to provide authority of Grantee to enter, occupy, or use County property, excluding the Rights of Way. If Grantor desires to use County Property, including poles and structures within the County ways it shall negotiate a separate lease or license agreement with the County.

B. Compliance.

This Franchise is subject to, and the Grantee shall comply with all applicable federal, state or County laws, regulations and policies (including applicable elements of the County's comprehensive plan), in conformance with federal laws and regulations, affecting the performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the County to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

C. Costs Related to Exercise of Franchise.

Any and all rights expressly granted to Grantee under this Franchise shall be exercised at Grantee's sole cost and expense, shall be subject to the prior and continuing right of the County to use any and all parts of the Rights of Way or Public Facilities or property, nonexclusively or concurrently, with any other Person, and further shall be subject to County's police powers and all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title which may affect the Rights of Way, or Public Facilities now or hereafter existing. Nothing in this Franchise shall be deemed to

grant, convey, create, or vest a real property interest in land to or in Grantee, including any fee or leasehold interest or easement rights.

**D. No Interference.**

Except as expressly permitted by applicable Laws or this Franchise, in the performance and exercise of its rights and obligations under this Franchise, Grantee shall not interfere in any manner with the existence and operation of any and all private property and Rights of Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial or underground electric and telephone wires, cable television and other telecommunications, utility and municipal property within Rights of Way without the express written approval of the owner or owners of the affected property or properties.

Grantee's facilities shall not unreasonably interfere with the use of public ways or County property by the County, the general public, or other persons authorized to enter, occupy or use public ways or County property.

**E. Compliance with Laws.**

Grantee shall comply with all Laws in the exercise and performance of its rights and obligations under this Franchise. If required by Law, Grantee shall obtain all required approvals from the appropriate governing authorities.

**Section 2. Acceptance of Franchise.**

**A. Franchise Acceptance Procedures.**

This Franchise and the rights, privileges and authority granted hereby shall take effect provided that Grantee complies with the acceptance procedures detailed herein.

**B. Grantee to Have No Recourse.**

Except as provided in this Franchise, the County shall not be liable, unless directly and proximately caused by the willful, intentional or malicious acts of the County, for any damage to or loss of any facility within the Right of Way as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the Right of Way by or on behalf of the County. The County shall give Grantee ten (10) days written notice of any County work affecting Grantee's Facilities within the Rights of Way, except that no advance notice shall be required in the event of an emergency.

**C. Acceptance of Power and Authority of County.**

Grantee expressly acknowledges by acceptance of this Franchise that: (1) it has relied upon its own investigation and understanding of the power and authority of the County to grant and enforce the Franchise; (2) it has not been induced to enter into this Franchise arrangement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the County concerning any term or condition of the Franchise that is not specifically included herein; (3) it has carefully read the terms and conditions contained herein and of the applicable law and that Grantee is willing to and does accept all the obligations of such terms and conditions to the extent not

inconsistent with state or federal law ; and (4) the matters contained in Grantee's Application and all subsequent applications or proposals for extensions or renewals of the Franchise, and as stated in any and all other presentations to County, except as inconsistent with law, regulations or local ordinance, are incorporated into this Franchise as though set out verbatim.

### **Section 3. Limitations on Authority.**

#### **A. Subject to Other Requirements.**

Grantee's right to operate and maintain its System/Network is subject to the terms, conditions, and requirements of this Franchise, the County Code, and all applicable Laws, and Grantee's right to construct, erect, install or modify its System/Network is specifically subject to the requirement that Grantee obtain permits as set forth by Law and/or Franklin County Code.

#### **B. After Acquired Facilities.**

Grantee expressly acknowledges and agrees, by acceptance of this Franchise, that Facilities and appurtenances in Public Ways which are subsequently acquired by the Grantee and which (if acquired prior to this original Franchise grant) would have been subject to this Franchise and the permitting authority related thereto shall be subject to the Provisions of this Franchise, "Franklin County Accommodation of Utilities Policy" and all permits related thereto.

#### **C. Privileges Must be Specific.**

No privilege or exemption is granted or conferred by this Franchise except as may be specifically prescribed. Nothing in this Franchise shall be construed to create a duty on the County to be responsible for construction of facilities or to modify public ways to accommodate the Grantor's facilities.

### **Section 4. Non Exclusive Franchises.**

This Franchise is nonexclusive and the County reserves the right to grant additional Franchises to any Person at any time. In establishing the rights and obligations pursuant to a franchise, to the degree allowed by county, state and federal laws, consideration shall be given to the Services to be provided, the area to be served, the commitments made by the applicant to County, the regulatory authority of County and the investment proposed by such applicant.

### **Section 5. Amendments.**

This Franchise may be amended only upon the mutual written consent of County and Grantee or in the exercise of the County's police power authority or other explicit authority pursuant to applicable Laws.

### **Section 6. Service of Notice.**

Except as otherwise specifically provided herein, any notices required or permitted to be given under this Franchise shall be deemed properly served when deposited with the United States Postal Service, postage paid, certified or registered mail, return receipt requested, or via nationally recognized overnight carrier, and addressed to the party to receive same, or at such other address of which the party to receive the notice shall have designated in the Franchise.

NOTICES TO THE County shall be addressed to all of the following:

Franklin County Public Works Department  
Attn: Public Works Director  
3416 Stearman Avenue  
Pasco, WA 99301-3776

NOTICES TO THE GRANTEE shall be addressed to all of the following:

Intermountain Infrastructure Group, LLC  
533 Airport Blvd., Suite 400  
Burlingame, CA 94010  
Attn: Legal Department

### **Section 7. Franchise Review.**

#### **A. Regular Review.**

The County may initiate periodic reviews of Grantee's Franchise performance at the County's expense. Such reviews shall occur no more than once every three years beginning on the third anniversary of the effective date of this Franchise. However, there shall be no remedies or presumptions resulting from the County's failure to conduct any such periodic reviews. Either County or Grantee may submit proposals for modification of Franchise obligations during such review, or at any other time during the term of the Franchise.

#### **B. Other Review.**

Nothing herein shall be construed to prohibit the County and the Grantee from engaging in a continuous review of the performance of Grantee, and County may initiate or Grantee request a public hearing on any issue related to compliance with the Franchise or any permit related thereto.

### **ARTICLE III - TERM OF FRANCHISE**

This Franchise shall be in full force and effect, unless sooner terminated pursuant to the Ordinance or the terms and conditions contained herein, for a period of ten (10) years from the Effective Date.

#### **ARTICLE IV - FEES AND CONSIDERATION**

Franklin County specifically reserves the right to exercise authority it has to annually fix by ordinance a fair and reasonable compensation for the use of its property as permitted by 47 USC § 253(c) or other applicable law. If Franklin County elects to exercise such authority, Grantee will receive written notice ("Compensation Notice") not less than ninety (90) days prior to its effective date and provide an opportunity to comment. Acceptance of Franklin County's definition, terms, and/or formula identified in the Compensation Notice will occur if the Grantee accepts in writing within sixty days of receipt of the Compensation Notice; in which case the applicable ordinance that the Board of Franklin County Commissioners passes will be determinative. Rejection by the Grantee shall be deemed grounds for termination of the Franchise. Any subsequently enacted compensation terms will be applied on a neutral and nondiscriminatory basis, and in compliance with county, state and federal laws. Grantee reserves the right to recover the compensation amount under its applicable tariffs from Grantee's customers in Franklin County.

Nothing in this Franchise shall be construed to limit the taxing authority or other lawful authority to impose charges or fees, or to excuse Grantee of any obligation to pay lawfully imposed taxes, charges or fees.

#### **ARTICLE V - FACILITIES OR NETWORK/SYSTEM ABANDONMENT**

In the event that any Facilities or the Network is abandoned and no longer placed in service for a period of one (1) year or more, Grantee shall promptly notify the County, and the County, at its option, may remove the abandoned Facilities at Grantee's sole cost and expense, or accept the transfer of ownership of the same to the County, consent for which transfer is hereby expressly given by Grantee. The County shall not exercise its option hereunder to remove or transfer ownership of Facilities, unless and until the County first gives ninety (90) days prior written notice to Grantee to remove the Facilities. If Grantee shall fail to remove the Facilities or place them back into service as required by the County, the County shall be entitled to remove the Facilities at Grantee's sole cost and expense. Grantee shall execute such documents of title as will convey all right, title and interest in the event of transfer.

#### **ARTICLE VI - REPAIR AND REPLACEMENT OF DAMAGES**

Grantee is responsible to locate and avoid all utilities within the Rights of Way or in private property and is responsible for any costs to repair or replace any damage to Public Facility or Right of Way due to the construction or location of Facilities to the sole satisfaction of the County to the extent such damage is caused by and the fault of Grantee.

## **ARTICLE VII – REIMBURSEMENT**

Grantee shall reimburse the County within thirty (30) days after receipt of a detailed invoice for all reasonable amounts paid and costs incurred by the County in relation to this Franchise or the enforcement thereof. Except in cases of emergency, the County shall advise Grantee of the cost thereof in advance of performing any work for which it will seek reimbursement from Grantee.

## **ARTICLE VIII - DEFAULT**

Grantee shall be in default under this Franchise upon the occurrence of any of the following events:

1. Grantee's violation of material terms or provisions of this Franchise or any applicable Laws.
2. Grantee's failure to pay reimbursements for County incurred costs relating to this Franchise or the Fees or any other payments required hereunder when due. The County shall provide the Grantee with written notice at least twice during any twelve (12) month period. There shall be a twenty (20) day grace period for a first failure to reimburse. For all subsequent failures to reimburse there shall be a ten (10) day grace period. After notice has been given twice and if the failure to reimburse continues past the grace period, Grantee shall be deemed in default.
3. Upon Grantee's failure to perform any other obligation under this Franchise or cure any failure of performance within sixty (60) days after written notice of such failure or demand for cure is given by the County to Grantee (or, if such failure of performance is not curable within sixty (60) days in the reasonable determination of County, if the Grantee fails to commence such cure within a commercially reasonable time and fails to thereafter diligently pursue such cure to completion).
4. Grantee becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors, or initiates any proceeding seeking protection from its creditors.

## **ARTICLE IX - REMOVAL AND RELOCATION OF FACILITIES**

### **Section 1. Facilities Relocation.**

Grantee may not locate or maintain its communications facilities so as to unreasonably interfere with the use of the public ways or County property by the County, by the general public or by other persons authorized to use or be present in or upon the public ways or County property. All such facilities shall be moved by the grantee, at the grantee's cost, temporarily or permanently, as determined by the Public Works Director and/or County Engineer.

Upon the receipt of a demand by the County, within one-hundred and eighty (180) days or if the County is unable to give one-hundred and eight (180) days notice, as soon as reasonably possible, or in the event of an emergency, upon such shorter notice period as the County deems reasonable under the circumstances, Grantee, at its sole cost and expense, except for Third Party relocations as defined below, shall remove or relocate any Facilities, if and when the removal or relocation of such Facilities is made necessary by the County acting pursuant to any lawful governmental or proprietary purpose, including, without limitation, engaging in any lawful change of grade, alignment or width of any Rights of Way in the County pursuant to any concern regarding health, safety and welfare, or in the installation or replacement of any street light pole. The County shall provide Grantee notice as soon as reasonably possible, Right of Way projects. Further the County will maintain communication with Grantee during development of such project, making plans and details available and attempting to design the project to avoid relocation of Facilities. Relocation requirements of this Provision shall not apply to Grantee's Facilities that are in place pursuant to an existing private easement or other rights not derived from this Franchise.

### **Section 2. Relocation Costs.**

Whenever the removal or relocation of Facilities is required under this Franchise or otherwise by order of the County, and such removal or relocation of Grantee shall cause the Rights of Way to be damaged, Grantee, at its cost and expense, shall promptly, upon written notice of such damage, repair and return the Rights of Way, in which the Facilities is located, to the same condition as existed prior to such work in the determination of County. If Grantee fails to comply with this requirement, then the County shall have the option to perform or cause to be performed such reasonable and necessary work and charge Grantee for the actual cost incurred by County. Upon the receipt of a demand for payment by the County, Grantee shall reimburse the County for such costs within ninety (90) days.

### **Section 3. Relocation for Third Parties.**

If during the term of this Franchise any person or entity other than Franklin County (hereinafter "Third Party") requests the relocation of Grantee's Facilities to accommodate work within the Rights of Way to be undertaken by or on behalf of such Third Party, and the County determines that such relocation of Grantee's Facilities is in the public interest and is necessary, then the County may, in its discretion, grant such Third Party request,. In such event, upon written notice to the Grantee from the County, Grantee shall, at the expense of the Third Party relocate its Facilities within the Franchise Area to accommodate the work of such Third Party. In no event shall the County be considered a private party for purposes of seeking reimbursement under this section.

#### **Section 4. Vacation of County Roads.**

If at any time, County should vacate or dispose of any County road(s) which are parts of the Rights of Way subject to the rights granted by this Franchise and said vacation or disposal should be for the purpose of acquiring the fee or other property interest in said County road(s) for the use of County, in either its proprietary or governmental capacity, the County will retain an easement and the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services and to the greatest extent possible and deny applications for the placement of permanent structures over and above said public utilities and services.

### **ARTICLE X - INSURANCE**

#### **Section 1. Insurance Requirement.**

Grantee shall procure and maintain for the duration of the Franchise, insurance, or provide self-insurance, against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee. Grantee shall provide to the County evidence of self-insurance and/or an insurance certificate, that names the County, its officers, elected officials, agents, employees, representatives, and volunteers as additional insureds', prior to the commencement of any work or installation of any Facilities pursuant to this Franchise. All required insurance shall be obtained from companies rated "A-" or better in "A.M. Best's Insurance Guide," or an equivalent rating by similar rating agencies, and shall be from insurers authorized to transact business in the State of Washington. Such self-insurance and/or insurance certificate shall evidence the following minimum coverages.

- A. Comprehensive general/excess liability insurance including coverage for premises - operations, explosions and collapse hazard, underground hazard and products completed hazard, with limits not less than:
  - (1) \$1,000,000 (one million dollars) per occurrence and in the aggregate for bodily injury or death to each person;
  - (2) \$1,000,000 (one million dollars) for property damage resulting from any one accident; and
- B. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 (one million dollars);
- C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000 (one million dollars);

D. In addition to commercial liability and automobile liability Grantee and its contractors and/or subcontractors shall maintain excess liability insurance coverage of \$5,000,000 (five million dollars).

The required liability limits may be met under a primary or an excess policy, or any combination thereof.

Payment of deductibles and self-insured retentions shall be the sole responsibility of Grantee.

Grantee's insurance shall be primary insurance with respect to the County, its officers, officials, employees, agents, and volunteers. Any insurance maintained by the County, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of Grantee's insurance and shall not contribute with it.

In addition to the coverage requirements set forth in this Section, the certificate of insurance must be submitted to the County and shall provide that:

"The above described policies will not be canceled before the expiration date thereof, without the issuing company giving thirty (30) days written notice to the certificate holder."

In the event of said cancellation or intent not to renew, Grantee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date.

Any contractors of Grantee performing on behalf of Grantee pursuant to this Franchise shall also be insured as required herein and name County as an additional insured.

Grantee acknowledges and agrees, by acceptance of this Franchise, that failure to procure or maintain the required insurance shall constitute a material breach of this Franchise and that the County may immediately suspend operations under the Franchise, terminate the Franchise, or, at its discretion, procure or renew such insurance to protect the County's interests and be reimbursed by such Grantee for all premiums paid in connection therewith.

Grantee shall furnish proof to the Franklin County Public Works Director that a satisfactory insurance policy has been obtained. A certificate of insurance and shall be filed and maintained with the Franklin County Risk Manager.

The certificate(s) of insurance with endorsements and notices shall be mailed to:

Franklin County Prosecuting Attorney's Officer  
ATTN: Risk Manager  
1016 North Fourth Avenue  
Pasco, WA 99301

The insurance limits shall not constitute a limitation or cap on the amount of liability, damages, costs, claims, or any other monies payable due to any acts or omissions of Grantee pursuant to the terms of this Franchise agreement.

#### **ARTICLE XI - COUNTY'S RIGHT TO ACT**

In the event Grantee fails to perform any obligation under this Franchise, the County shall have the right, but no obligation or duty, to take action that Grantee has failed to take, after giving at least sixty (60) days' notice in advance of taking such action, except in the event of an emergency, as determined by the County, in which case no advance notice shall be required. In the event County takes such action, Grantee shall promptly pay to the County upon invoice, the sum or sums expended or incurred by the County to take such action. Any such action taken by the County shall not by itself constitute a waiver by the County of Grantee's default or the County's remedies on account of such default.

#### **ARTICLE XII - TERMINATION OF FRANCHISE**

##### **Section 1. Termination.**

This Franchise may be terminated upon a default hereof as provided in this Franchise. A termination of this Franchise because of Grantee's default shall not prejudice any other remedy for breach of contract, damages, nonpayment or otherwise which the County has under this Franchise or under law.

##### **Section 2. Notice.**

This Franchise may be terminated by the County in accordance with the provisions of this Franchise after notice, an opportunity to cure and a hearing as provided therein.

##### **Section 3. Removal.**

Upon termination of this Franchise for any reason, subject to County's lien rights, as provided by Washington Law or other applicable Laws, Grantee shall remove all of its Network and related Facilities, personal property and any other improvements installed by Grantee and restore all property to the same condition existing prior to usage by Grantee. Except as provided herein, Grantee shall be deemed to have abandoned to the County at no cost or expense to County any of its Facilities, personal property or other improvements which it has failed to remove from the Rights of Way within the ninety (90) days following termination, unless such removal is prohibited because of the County's exercise of its lien rights or unless the County grants in writing a longer period for removal. In the event of an abandonment, the County may remove Grantee's Facilities, personal property and improvements and charge Grantee the reasonable expense of removal and restoration. Grantee shall further reimburse to the County all costs of cleanup associated with any leakage or contamination from such Facilities

whether such leakage or contamination occurs prior to or in the course of such removal. Grantee shall promptly pay to the County upon invoice, any undisputed sum or sums expended or incurred by the County to take such action pursuant to Article VII. Grantee shall not be responsible to the County for contamination caused by any Person other than Grantee, its agents, employees, or contractors.

### **ARTICLE XIII - GENERAL TERMS**

#### **Section 1. Reports and Records of the Grantee.**

##### **A. Reports Required.**

Grantee shall supply, upon request and at no cost, any information, including maps requested by the Franklin County Public Works Director as it relates to the physical aspects of Grantee's facilities in the Rights of Way. Said information may be requested in hard copy and/or electronic format compatible with County databases, including a GIS system if compatible with Grantee's existing system.

#### **Section 2. Enforcement and Administration by County.**

The County, through the office of the Franklin County Public Works Director, shall have continuing regulatory jurisdiction and supervision over the occupancy of the Rights of Way pursuant to this Franchise and may from time to time adopt such reasonable rules and regulations as it may deem necessary.

#### **Section 3. Failure to Enforce.**

The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the County upon one or more occasions to insist upon or to seek compliance with any of such terms or conditions.

### **ARTICLE XIV - INSPECTION**

The County maintains the right to inspect and approve of, at Grantee's expense, all of Grantee's Facility installations. In addition, the County Engineer may require Grantee to furnish certification from Grantee's engineer (so long as such engineer's certifications are accepted by the Washington State Department of Transportation or the Federal Rural Utilities Service and if such certifications are not so acceptable, then by an independent, qualified engineer) that the facilities are constructed and operated in accordance with good engineering practice and are reasonably protected from damage and injury.

### **ARTICLE XV - PERMITS, INITIAL SERVICE AREA AND CONSTRUCTION STANDARDS**

#### **Section 1. Initial Service Area and General Standards.**

A. Permits.

Grantee shall comply with County Code. In addition thereto, Grantee shall apply for a construction permit prior to beginning any work in a Public Way or Right of Way generally including the opening of any street in the County

B. Planning.

Pursuant to the provisions herein, Grantee and the County shall make reasonable good faith efforts to advise each other of plans and programs, both long and short range, for the placement of Facilities in Rights of Way, and other Public Property which might affect the other party or require its coordination.

C. Limited Access.

The County reserves the right to limit or exclude Grantee's access to a specific route, public right of way or other location when there is inadequate space, a pavement cutting moratorium, unnecessary damage to public property, public expense, inconvenience, interference with County utilities, or for any other reason determined by the Franklin County Public Works Director, as long as the exclusion is applied in a non-discriminatory manner as compared to other grantees within the Public Ways and Rights of Ways.

D. Facilities Placement.

Grantee will comply with the provisions of this Franchise. Grantee shall obtain a permit pursuant to the County Laws for each separate Network location requiring work or construction in public Rights of Way or other public property, and shall comply with all terms of such permit(s).

E. Additional Accommodations.

Subject to Article IX, Section 3, the Franklin County Public Works Director or designee may determine, in the exercise of reasonable discretion, when and where reasonable accommodations shall be made by Grantee to the County for public needs or, where requested, other third party needs, how such accommodation should be made, and a reasonable apportionment of any expenses of the same; PROVIDED, that this Franchise creates no third party beneficial interests or enforceable contractual right to require the County to order such accommodation. Notwithstanding the foregoing, it remains the responsibility of the Grantee to avoid conflicts with other right of way occupants or users, other utilities, franchises or permittees who have placed facilities within the Rights of Way or Public Ways prior to construction and/or installation of Grantee's Facilities. The County assumes no responsibility for such conflicts.

F. Notice of Work.

Prior to the commencement of any non-emergency work in Franchised Area, Grantee shall obtain all necessary permits and provide copies to the Franklin County Public Works Director along with ten (10) days advance written notice to the County of the non-emergency work in the Franchised Area. In the event of an emergency or an emergency repair necessary to protect the public, restore service, or mitigate further

damage to the Facilities, the Grantee may commence such repair work as required under the circumstances, provided the Grantee shall notify the Franklin County Public Works Director or designee and obtain all necessary permits as promptly as possible, before such work or as soon thereafter as possible if advance notice is not practicable. Grantee shall further comply with all County Codes which generally apply to construction standards, construction codes, utility Right of Way permits and applications.

**G. Removal of Facilities.**

Removal of Grantee's facilities shall be in accordance with the Franklin County Code and the provisions of this Franchise.

**H. Coordination of Construction Activities.**

Work shall be coordinated in accordance with the Franklin County Code and the provisions of this Franchise.

**Section 2. Undergrounding.**

In those areas of County where the transmission or distribution facilities of the local exchange carrier and/or the electric utility are underground, or hereafter placed underground, Grantee shall likewise construct or relocate, operate and maintain that portion of its Network in the area underground upon County approval. Further, consistent with any general municipal under grounding policy or program now or hereafter developed; the County may require Grantee's participation in municipally imposed under grounding or related requirements. Grantee agrees to coordinate its underground installation and planning activities with the County's underground plan and policies. Such undergrounding in any event shall be at Grantee's expense.

**ARTICLE XVI - INDEMNIFICATION**

**Section 1. Indemnification.**

The Grantee agrees to defend, indemnify, and hold harmless Franklin County, its appointed and elected officers and employees, from and against all damages, losses and expenses, including reasonable attorneys' fees and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or result from the acts, omissions, failure to act, or misconduct of the Grantee or its affiliates, officers, employees, agents, contractors, or subcontractors in the construction, operation, maintenance, repair, or removal of its Facilities and in providing or offering services over the Facilities to the extent caused by Grantee or its subcontractors in exercising the rights granted to Grantee under this Franchise whether such acts or omissions are authorized, allowed, or prohibited under this Franchise or the Ordinance. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this contract is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents or employees or the actions of any third party, the indemnity provisions provided for in the

preceding paragraphs of this contract shall be valid and enforceable only to the extent of the indemnitor's negligence. Grantee specifically and expressly waives any immunity under Industrial Insurance Title 51, RCW, and acknowledges that this waiver was mutually negotiated by the parties herein.

**Section 2. No Responsibility for Loss.**

The County shall not be responsible for any damages, losses, interruption in Services, or liability of any kind arising from the issuance or approval by the County of a permit, license or franchise to any third party.

**Section 3. Nonwaiver in Event of Breach.**

The waiver of any breach or violation of any Provision of this Franchise shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Franchise.

**Section 4. Intervention.**

If the County otherwise has the right to intervene, Grantee expressly acknowledges and agrees, by acceptance of this Franchise, not to oppose such intervention by the County in any suit or proceeding to which the Grantee is a party related to the Franchise.

**ARTICLE XVII - BONDS**

**Section 1. Bond Requirement.**

In the event Grantee's operation, maintenance, removal, reattachment, reinstallation, replacement, or repair of its Facilities damages County's property or Rights of Way, the County Public Works Director has reasonable reason to believe Grantee may be unwilling or unable to restore the Rights of Way, the County shall have the right, as a condition to granting a permit for such work, to require Grantee to furnish a Performance Bond equal to 100% of the estimated cost of restoring the Rights of Way to substantially the same condition as existed prior to Grantee's damage of such, or such lesser amount as may be determined to be appropriate by the Franklin County Public Works Director ("Performance Bond"). The County shall release such bond once construction on the applicable permit(s) has been completed by Grantee.

**Section 2. Rights Cumulative.**

The rights reserved by County with respect to the Performance Bond are in addition to all other rights County may have under the Ordinance or a Franchise or any other law. County may, from year to year, in its sole discretion, reduce the amount of the bond.

### **Section 3. Franchise Termination Costs or Damages.**

In the event this Franchise is canceled or terminated by reason of default of the Grantee or otherwise revoked, County shall be entitled to collect from the Performance Bond that amount which is attributable to any damages caused by Grantee under the performance of this Franchise sustained by County.

### **Section 4. Performance Required.**

Neither the Provisions of this Section nor any bond accepted by the County pursuant thereto, nor any damages recovered by the County thereunder shall be construed to excuse faithful performance by Grantee or limit the liability of Grantee for damages, to the full amount of the bond. The rights reserved by the County with respect to the bonds herein are in addition to all other rights and remedies the County may have under this franchise or any other law.

### **Section 5. Change in Surety.**

If, at any time during the term of this Franchise, the condition of the corporate surety shall change in such manner as to render the bond unsatisfactory to the Franklin County Public Works Director, the Grantee shall replace such bond by a bond of like amount, similarly conditioned, issued by a corporate surety satisfactory to the Franklin County Public Works Director.

## **ARTICLE XVIII - ASSIGNMENT OR TRANSFER OF GRANT AND FRANCHISE RENEWAL**

### **Section 1. Transferee Must Be Signatory.**

Grantee's right's privileges, and authority under this franchise, and ownership or working control of facilities constructed or installed pursuant to this Franchise, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Grantee, except after consent by the County, which shall not be unreasonably withheld. Notwithstanding the foregoing, no County consent shall be required in the event that this Franchise is, directly or indirectly, transferred assigned or disposed by sale, lease, merger, consolidation or other act of Grantee, by operation of law or otherwise, in connection with any transaction approved by the Washington Utilities and Transportation Commission, such approval to be deemed consent by the County. Grantee shall have the right to transfer or assign as security by mortgage or other security instrument in whole or in part to secure indebtedness, its rights, benefits, and privileges in and under this Franchise.

### **Section 2. Franchise Renewal.**

The Grantee may seek renewal of this Franchise, and County shall review such request for renewal in accordance with applicable Laws.

## **ARTICLE XIX - MISCELLANEOUS**

### **Section 1. Previous Rights Abandoned.**

This Franchise supersedes any and all other rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable pursuant to any previous Franchise granted to Grantee in the County.

### **Section 2. Severability.**

If any section, subsection, sentence, clause, phrase or portion of this Franchise is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof. In such event, the parties mutually agree to make any amendments to this Agreement or other applicable agreements necessary to effectuate the intention of this Agreement. In the event that such amendments are barred by any legal requirements governing any party, the parties shall use their best efforts to otherwise avoid prejudice to the respective parties' interests, and to implement changes to effectuate the intent in entering into this Agreement.

### **Section 3. Effective Date.**

The Provisions of this Franchise shall be effective upon the date the Franchise is approved by the Board of Franklin County Commissioners.

### **Section 4. Limitation.**

Nothing in this Franchise shall be construed or interpreted in any manner as limiting, relinquishing or waiving any rights of ownership enjoyed by the County in any Rights of Way or any Public Facilities, or in any manner limiting, relinquishing or waiving the County's control over the operation and maintenance of the Rights of Way or any Public Facilities or in any manner limiting, relinquishing or waiving governmental rights that the County may possess.

Administration of this Franchise may not be construed to create the basis for any liability on the part of the County, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Franchise to comply with the provisions of this Franchise by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the County; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the County; or for the accuracy of plans submitted to the County. Notwithstanding the foregoing, the County shall be liable for any damages, liability, or claims resulting from the willful misconduct or gross negligence of the County, its elected officials, officers, employees, servant, agents, and representatives.

#### **Section 5. Non Waiver.**

Excuse by County of strict performance of any Provision of this Franchise shall not be a waiver or prejudice the County's right to require strict performance of the same or any other Provision in the future.

#### **Section 6. Integration.**

This Franchise contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether written or oral) between or among the parties relating to the subject matter of this Franchise which are not fully expressed herein. All Exhibits referred to in this Franchise, and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Franchise, are by such reference incorporated in this Franchise and shall be deemed a part of this Franchise.

#### **Section 7. Franchise Subject to Future Ordinance(s).**

Grantee acknowledges that the County may develop additional rules, regulations, and specifications for the use of the Rights of Way and/or Public Facilities, and Grantee agrees that such rules, regulations, and specifications, when finalized and to the extent not preempted by federal or state law, shall govern Grantee's activities hereunder as if they were in effect at the time this Franchise was executed by the County; provided, however, no subsequently enacted rule, regulation, or specification may retroactively place Grantee in violation thereof.

#### **Section 8. No Warranties.**

Grantee shall be responsible for obtaining all approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the County is making no representation, warranty or covenant whether any of such approvals, authorizations or agreements are required or have been obtained by Grantee from any Person or entity.

#### **Section 9. Recordation.**

This Franchise shall be recorded with the Franklin County Auditor as provided in RCW 36.55.080. The Provisions and terms of this Franchise are agreed to and hereby accepted.

#### **Section 10. Force Majeure**

Except as otherwise specifically provided in this Franchise, Grantee shall not be in default under this Franchise if and to the extent any failure or delay in Grantee's performance of one or more of its obligations hereunder is caused by any of the following conditions, and Grantee's performance of such obligation(s) shall be excused and extended for and during the period of any such delay:

(i) acts of nature, including volcanic eruption, landslide, earthquake, flood, lightning, tornado, perils of the sea, wildfire or any other natural disaster; (ii) acts of public enemies, armed conflicts, act of foreign enemy, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), war (whether declared or undeclared), blockade, insurrection, riot, civil disturbance, revolution or sabotage; (iii) any form of compulsory government actions, acquisitions or condemnations, changes in applicable law, export or import restrictions, customs delays, rationing or allocations; (iv) accidents or other casualty, damage, loss or delay during transportation, explosions, fire, epidemics, quarantine or criminal acts; (v) third-party litigation contesting all or any portion of the Franchise or Grantee's rights under this Franchise (each a "Force Majeure" Event).

If Grantee is wholly or partially unable to carry out its obligations under this Franchise as a result of a Force Majeure Event, Grantee shall give the County prompt notice of such Force Majeure Event, describing the same in reasonable detail, and Grantee's obligations under this Franchise, shall not be deemed in violation or default for the duration of the Force Majeure Event. Grantee agrees to use its best efforts to remedy as soon as possible, under the circumstances, Grantee's inability, by reason of a Force Majeure Event, to carry out its responsibility and duties under this Franchise.

#### **Section 11. Public Records.**

Grantee acknowledges that records created, used, or maintained pursuant to this agreement may be subject to the public records act, RCW 42.56. Grantee agrees to provide County with any records within its possession or control within ten (10) days of receipt of request of such records. In the alternative, Grantee agrees it must seek and obtain a protective order. County agrees not to seek records that contain proprietary information.

#### **Section 12. No Joint Venture.**

Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

#### **Section 13 Mutual Negotiation.**

This Franchise was mutually negotiated by the parties and has been reviewed by legal counsel for both parties. Neither party will be deemed the drafter of this Franchise.

#### **Section 14. Third Party Beneficiaries.**

There are no third party beneficiaries to this Franchise.

**Section 15. Eminent Domain.**

This Franchise is subject to the power of eminent domain and the right of the County Commissioners to repeal, amend, or modify this Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

**Section 16. Governing Law and Venue.**

This Franchise and use of the applicable public ways will be governed by the laws of the State of Washington, unless preempted by federal law. Grantee agrees to be bound by the laws of the State of Washington, unless preempted by federal law, and subjected to the jurisdiction of the Courts of the State of Washington. Any action relating to this Franchise must be brought in the Superior Court of Washington for Franklin County, or in the case of a federal action, the United States District Court for the Eastern District of Washington at Richland, Washington, unless an administrative agency has primary jurisdiction.

**Section 17. Location Preference.**

Any structure, equipment, appurtenance, or tangible property of a utility, other than the County's which was installed, constructed, completed, in place, or planned for installation prior in time to Franchisee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. The County reserves the right to deny any of the Grantee's facilities that may possibly interfere with possible future installation of County utilities. However, to the extent that the Grantor Facilities are completed and installed prior to another non-County utility's submittal of a permit for new or additional structure, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. All County utility and road infrastructure, whether existing or future, shall have priority over the Grantee's. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any County road or right-of-way.

**Section 18. Authorization.**

The undersigned respectively represent and warrant that its signatory is duly authorized and empowered to sign this Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed as of the 18 day of JUNE, 2025.

INTERMOUNTAIN  
INFRASTRUCTURE GROUP, LLC,

Signed by:  
By: Jennifer Halsing  
C476250ED7BA15B...

BOARD OF COUNTY COMMISSIONERS  
Franklin County, Washington

[Signature]  
Chair

Title: Director of Tax & Regulatory Affairs

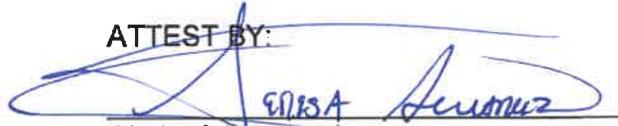


Chair Pro Tem

Dated: 5/27/2025

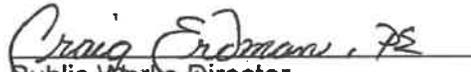
  
Member

ATTEST BY:



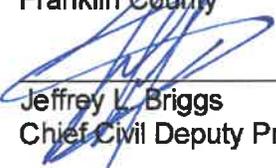
Clerk of the Board

FRANKLIN COUNTY PUBLIC WORKS

  
Public Works Director

APPROVED AS TO FORM:

SHAWN P. SANT, #35535W91039  
Prosecuting Attorney for  
Franklin County



Jeffrey L. Briggs  
Chief Civil Deputy Prosecuting Attorney

Title: Director of Tax & Regulatory Affairs

Chair Pro Tem

Dated: 5/27/2025

Member

ATTEST BY:

\_\_\_\_\_  
Clerk of the Board

FRANKLIN COUNTY PUBLIC WORKS

  
\_\_\_\_\_  
Public Works Director

APPROVED AS TO FORM:

SHAWN P. SANT, #35535W#91039  
Prosecuting Attorney for  
Franklin County

\_\_\_\_\_  
Jeffrey L. Briggs  
Chief Civil Deputy Prosecuting Attorney

**Exhibit A**

**Franchise Area Boundaries**

**Entire County.**



# **FRANKLIN COUNTY**

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## **PUBLIC WORKS DEPARTMENT**

Craig Erdman, P.E., Public Works Director/County Engineer  
John Christensen, P.L.S., Asst. PW Director/County Surveyor

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### **NOTICE OF HEARING**

#### **ON APPLICATION FOR RIGHT OF WAY FRANCHISE AGREEMENT TO INTERMOUNTAIN INFRASTRUCTURE GROUP, LLC**

**NOTICE IS HEREBY GIVEN** that an application for the right-of-way franchise agreement with **INTERMOUNTAIN INFRASTRUCTURE GROUP, LLC**, has been filed in the office of the Board of County Commissioners of Franklin County requesting a non-exclusive franchise to construct fiber optic line within existing county right-of-way for the purpose of providing telecommunication service to areas within Franklin County, Washington. Said franchise would be effective for a period of 10 years from such date of acceptance by Grantee recorded on the signature page of the Franchise.

**THEREFORE**, it is ordered by the Board that the hearing on said franchise will be held by the Board of County Commissioners of Franklin County, at the Courthouse located at 1016 N. Fourth Ave, Pasco, Washington, on Wednesday, June 18, 2025 at 9:00 AM.

**DATED** 28th day of May, 2025.