

After Recording Return To:

Asst. Clerk of the Council
Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA 98201

Grantor: Snohomish County
Grantee: Intermountain Infrastructure Group, LLC
Tax Account No: Not Assigned
Legal Description: See Section 2
Ref. # of Docs. Affected: 202302150068
Document Title: Amendment No. 1 to the Franchise Granted by Ordinance No. 22-063
Authorizing Limited Use of Public Road Rights-of-Way in Snohomish
County, Washington, to Intermountain Infrastructure Group, LLC

SNOHOMISH COUNTY COUNCIL

Snohomish County, Washington

Ordinance No. 25-035

AMENDMENT NO. 1 TO THE FRANCHISE GRANTED BY ORDINANCE NO. 22-063 AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON, TO INTERMOUNTAIN INFRASTRUCTURE GROUP, LLC

WHEREAS, on January 11, 2023, the Snohomish County Council (the “County Council”) adopted Ordinance No. 22-063 granting a non-exclusive telecommunications franchise (the “Franchise”) for the use of Snohomish County rights-of-way to Intermountain Infrastructure Group, LLC, a Delaware limited liability corporation (the “Grantee”), which is recorded under Snohomish County Auditor File No. 202302150068; and

WHEREAS, Grantee wishes to amend the Franchise area in Section 1.3 of the Franchise to include all Public Rights-of-Way located within the boundaries of unincorporated Snohomish County rather than the limited areas specified in the Franchise; and

WHEREAS, Section 3 of the Franchise provides that the Franchise can be amended upon written consent of the County and Grantee set forth in writing in the form of a County ordinance; and

ORDINANCE NO. 25-035
AMENDMENT NO. 1 TO THE FRANCHISE GRANTED BY ORDINANCE NO. 22-063
AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN
SNOHOMISH COUNTY, WASHINGTON, TO INTERMOUNTAIN INFRASTRUCTURE
GROUP, LLC

WHEREAS, the County and Grantee agree to amend the Franchise to update the Grantee's service area and include the County's standard franchise compensation language ("Franchise Amendment No. 1"); and

WHEREAS, the Grantee agrees to pay itemized costs and expenses incurred by the County in the examination and report of the proposed Franchise Amendment No. 1 under SCC 13.80.030(4) and any other fees required under chapter 13.110 SCC for the processing of Type E utility franchise transactions; and

WHEREAS, the County Council considered the Engineer's Report of the Department of Public Works, attached to and incorporated into this ordinance by reference, which report recommends that Franchise Amendment No. 1 be granted; and

WHEREAS, the County Council held a public hearing on _____, to solicit comments from the public and to consider whether to grant Franchise Amendment No. 1; and

WHEREAS, the County Council finds it to be in the public interest to amend the Franchise granted by Ordinance No. 22-063, as reflected in this ordinance;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council adopts the foregoing recitals as findings of fact as if set forth in full herein.

Section 2. Franchise Section 1 entitled Grant of Franchise, adopted by Ordinance No. 22-063, on January 11, 2023, is hereby amended to delete subsection 1.3 and replace it as follows:

1.3 This Franchise covers all Public Rights-of-Way located within the boundaries of unincorporated Snohomish County as now or hereafter laid out, platted, dedicated or improved.

Section 3. Franchise Section 15 entitled Fees, Compensation for Use of Public Rights-of-Way and Taxes, adopted by Ordinance No. 22-063, on January 11, 2023, is hereby amended to include the following subsections:

15.4 Franchise Compensation.

15.4.1 The County reserves the right to exercise any authority it has or may acquire in the future to charge a reasonable franchise fee and secure and receive reasonable compensation in exchange for the Grantee's right to use and occupy the Public Rights-of-Way ("Franchise Compensation"). If the County elects to exercise such authority, the Franchise Compensation requirement for Grantee shall be implemented not less than 180 days after written notice is given to Grantee ("Compensation Notice"). The Compensation Notice shall describe with specificity the process or formula used in determining the Franchise

Compensation amount and terms of payment, which shall be consistent with any County ordinances, rules, standards, or policies now existing or hereafter lawfully enacted or established authorizing collection and calculation of Franchise Compensation. Failure of Grantee to pay the Franchise Compensation consistent with the terms of the Compensation Notice may be a Franchise violation subject to Section 23 (County Enforcement of Franchise).

15.4.2 In the event Grantee for any reason objects to the amount of Franchise Compensation established by the County as unacceptable, Grantee has the option at any time after the establishment of the Franchise Compensation payment amount to provide the County with three years written notice to terminate the Franchise and remove or, with approval of the County Engineer, abandon in place all of the Grantee Facilities from the Public Rights-of-Way in accordance with Section 14 by the conclusion of the notice period.

15 .5 Utility Tax. The County reserves for itself the right to impose a utility tax on Grantee, if such taxing authority is granted by the State of Washington.

Section 4. Acceptance.

Within ninety (90) days after the passage and approval of this Franchise Amendment No. 1 by County Council, the Franchise Amendment No.1 may be accepted by the Grantee by its filing with the County Council an unconditional written acceptance thereof. Failure of the Grantee to so accept the Franchise Amendment No.1 within said period of time shall be deemed a rejection thereof by the Grantee, and the rights and privileges herein granted shall automatically cease and terminate, unless the time period is extended by motion duly passed for that purpose.

Section 5. Effective Date.

This Franchise Amendment No. 1 shall take effect, if at all, on the date on which each and every one of the following conditions have been met (the “Effective Date”): (i) ten (10) days have passed since the County Executive executed this Franchise, or the ordinance was otherwise enacted; (ii) the Grantee executes a copy of this Franchise Amendment and returns it to the County Council within the time provided in Section 4 of this ordinance; and (iii) the Grantee pays the itemized costs and expenses incurred by the County in processing this Franchise Amendment No. 1.

PASSED this _____ of _____, 20_____.

SNOHOMISH COUNTY
COUNCIL
Snohomish County, Washington

Council Chair

ATTEST:

Asst. Clerk of the Council

() APPROVED
() EMERGENCY
() VETOED

DATE:

County Executive

Approved as to form only:

Kraft-Klehm,
Jessica

 Digitally signed by Kraft-Klehm,
Jessica
Date: 2025.06.10 14:01:52 -07'00'

Deputy Prosecuting Attorney

ACCEPTANCE:

The provisions of this Franchise Amendment No. 1 are agreed to and hereby accepted. By accepting this Franchise Amendment No. 1, Intermountain Infrastructure Group, LLC, covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the Snohomish County Charter, Snohomish County Code, and the Franchise as amended by this Franchise Amendment No. 1.

Dated: _____, 20____

Intermountain Infrastructure Group, LLC

By: _____

Printed Name: _____

Title: _____

CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the Grantee returned a signed copy of this Franchise Amendment No. 1 to the County Council within the time provided in Section 4; and (2) the Grantee has paid all applicable costs and expenses for the processing of Franchise Amendment No. 1 described in this ordinance.

THE EFFECTIVE DATE OF THIS ORDINANCE IS:

By: _____

Name: _____

Title: _____