

1 **AMENDMENT NO. 1 TO SERVICE AGREEMENT**

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
3 _____ and is between Tone Consulting Group LLC, a California limited liability
4 company ("Contractor"), and the County of Fresno, a political subdivision of the State of
5 California ("County").

6 **Recitals**

7 A. On October 22, 2024, the County and the Contractor entered into County Agreement
8 No. A-24-550 ("Agreement") for broadband consulting services.

9 B. The County and the Contractor now desire to amend the Agreement to modify the
10 services in Exhibit A in accordance with changes to the County's Local Agency Technical
11 Assistance (LATA) grant.

12 The parties therefore agree as follows:

13 1. Section 12.1 of the Agreement located on page 13, lines 14 through 17, is deleted in its
14 entirety and replaced with the following:

15 **"Modification.** Except as provided in Article 6, "Termination and Suspension,"
16 this Agreement may not be modified, and no waiver is effective, except by written
17 agreement signed by both parties. The County's County Administrative Officer, or
18 their designee, is authorized to modify this Agreement in accordance with
19 changes approved by the California Public Utilities Commission (CPUC) on
20 behalf of the County. The Contractor acknowledges that County employees have
21 no authority to modify this Agreement except as expressly provided in this
22 Agreement."

23 2. Exhibit A of the Agreement, located on pages A-6 through A-16, is deleted and replaced
24 with the attached Exhibit A-1.

25 3. When both parties have signed this Amendment No. 1, the Agreement, and this
26 Amendment No. 1 together constitute the Agreement.

27 4. The Contractor represents and warrants to the County that:
28

- 1 a. The Contractor is duly authorized and empowered to sign and perform its obligations
2 under this Amendment No. 1.
- 3 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
4 authorized to do so and his or her signature on this Amendment No. 1 legally binds
5 the Contractor to the terms of this Amendment No. 1.
- 6 5. The parties agree that this Amendment No. 1 may be executed by electronic signature
7 as provided in this section.
- 8 a. An "electronic signature" means any symbol or process intended by an individual
9 signing this Amendment No. 1 to represent their signature, including but not limited
10 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
11 (3) an electronically scanned and transmitted (for example by PDF document)
12 version of an original handwritten signature.
- 13 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
14 equivalent to a valid original handwritten signature of the person signing this
15 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
16 any administrative or judicial proceeding, and (2) has the same force and effect as
17 the valid original handwritten signature of that person.
- 18 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
19 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
20 2, Title 2.5, beginning with section 1633.1).
- 21 d. Each party using a digital signature represents that it has undertaken and satisfied
22 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
23 through (5), and agrees that each other party may rely upon that representation.
- 24 e. This Amendment No. 1 is not conditioned upon the parties conducting the
25 transactions under it by electronic means and either party may sign this Amendment
26 No. 1 with an original handwritten signature.
- 27 6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
28 all of which together constitute this Amendment No. 1.

7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 TONE CONSULTING GROUP LLC

COUNTY OF FRESNO

4 Alex Tone

5 Alex Tone (May 28, 2025 14:16 PDT)

6 Alex Tone, President

7 3575 Prescott Ave
8 Clovis, CA 93619

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10 By: _____
11 Deputy

12 For accounting use only:

13 Org No.: 2540
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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Exhibit A-1

Scope of Services – LATA Grant Application & Modification

I. WORK PRODUCT #1

1.1 Internal Implementation Process

The County's internal process for broadband implementation aims to support the creation of a Broadband Strategic Plan that leverages Federal and State grant programs to establish high-speed, affordable broadband infrastructure throughout the County. The County is committed to bridging the digital divide and ensuring equitable access to essential broadband services for all its residents by addressing specific community broadband requirements. This process shall involve multiple phases, including planning, execution, monitoring, and evaluation, to ensure the goals are met efficiently and effectively.

In the performance of this Work Product, the Contractor shall:

- Develop a detailed Project Plan to track the progress towards securing target grants and completing outreach activities, including timelines and milestones, as approved by the County.
- Provide regular updates and progress reports as per the agreed schedule outlined in the Project Plan.
- Be responsible for project management activities throughout the life of this Agreement.
- Develop procurement documents and processes for acquiring necessary services and equipment.
- Complete all deliverables and activities within the agreed-upon timelines in the Project Plan and Agreement.
- Deliverables must meet the quality standards specified by the County.
- Reports should be clear, concise, and actionable.
- Ensure positive feedback from County management, the Board of Supervisors, and other key stakeholders.

Organization	WP 1.1 Hours	WP 1.1 Costs
Tone Consulting Group LLC	200	\$40,000.00

Exhibit A-1

1.2 Needs Assessment

The County, in collaboration with and support from the Contractor, shall achieve an accurate needs assessment through the following objectives:

A. Mapping Analysis:

- Conduct California Public Utilities Commission (CPUC) Federal Funding Account (FFA) Mapping analysis and Federal Communications Commission (FCC) mapping analysis.
- Identify Fresno County priority areas based on Federal and State Grant mapping rules and guidelines, considering:
 - Social Economic Vulnerability Index (SEVI), CalEnviroScreen to prioritize areas with high vulnerability.
 - Disadvantaged Communities, Median Household Income/Low Income areas to target economically challenged regions.
 - FCC Map-Broadband Data Collection to ensure accurate identification of underserved areas.

B. Data Utilization:

- Utilize existing data from the County regarding areas with less than 25/3 and 100/20 Mbps.
- Incorporate County census block data, including information on households, businesses, and community anchor institutions (CAIs).

C. Technology and Infrastructure Approach:

- Define the required technology/infrastructure approach and priority regions within the County, focusing on:
 - Fiber, wireless, and fixed wireless solutions to ensure a versatile and effective broadband deployment strategy.
 - Deployment methods such as underground, aerial, and micro-trenching to adapt to various geographical and environmental conditions.

Exhibit A-1

- Alignment of the permitting process with all Federal and State funding grant program schedules to streamline project execution.
- Evaluation according to the California Environmental Quality Act (CEQA) to ensure environmental compliance.
- Consideration of environmental, cultural, and climate requirements to minimize the impact on local ecosystems and communities.
- Adherence to project build timelines as per grant rules and guidelines to ensure timely completion.
- Comprehensive reporting of all grant-required documents and information for infrastructure build and service offerings to maintain transparency and accountability.

In the performance of this Work Product, the Contractor shall:

- Ensure that all technical specifications for broadband infrastructure are communicated.
- Use up-to-date and reliable technology in all recommendations.
- Ensure that requirements are communicated as per the associated grants.

Organization	WP 1.2 Hours	WP 1.2 Costs
Tone Consulting Group LLC	350	\$70,000.00

1.3 Community Digital Assessment Survey

The County, in collaboration with the Contractor, shall design and deploy a comprehensive digital assessment survey to evaluate key aspects of digital engagement within the priority areas of Fresno County. The survey shall cover internet access, device availability, digital literacy levels, and specific challenges experienced by community members. To ensure the survey reflects various perspectives and insights, the County shall collaborate with community leaders and stakeholders. Multiple deployment methods shall be utilized, including online surveys, phone interviews, mailed surveys, and QR code distributions, to maximize participation.

Exhibit A-1

A thorough analysis of the collected survey data shall be conducted to extract meaningful insights, which shall prioritize broadband initiatives based on the identified needs and available resources. The analysis shall include a compilation of all surveyed questions along with in-depth insights in the final report, providing a comprehensive understanding of community needs. Once the assessment is complete, the final analysis shall be presented to the relevant stakeholders. A full report, along with sortable data and recommendations for ongoing outreach, shall be provided to ensure continuous improvement and responsiveness to community needs. This systematic approach ensures the accurate assessment and effective addressing of the community's digital needs.

Organization	WP 1.3 Hours	WP 1.3 Costs
Tone Consulting Group LLC*	760*	\$152,000.00*

* Includes the Contractor's subcontractor hours and work estimated at 690 hours or \$138,000.00.

1.4 Forming a Joint Powers Authority

With the support of the Contractor, the County shall evaluate the possibility of a San Joaquin Valley Joint Powers Agreement (JPA) to address the regional need for high-speed broadband access in all identified rural counties. This JPA shall facilitate collaboration and resource sharing among participating counties, ensuring a unified approach to expanding broadband infrastructure and services.

The goal is to enhance connectivity, promote economic development, and improve the quality of life for residents in these rural areas. By pooling resources and expertise, the JPA shall work towards overcoming the challenges of deploying high-speed broadband in less densely populated regions, leveraging state and federal funding opportunities to achieve comprehensive coverage and reliable service.

The JPA shall also focus on developing and implementing strategies to maintain the sustainability of the broadband infrastructure, including ongoing maintenance, upgrades, and community support programs.

Exhibit A-1

Organization	WP 1.4 Hours	WP 1.4 Costs
Tone Consulting Group LLC	200	\$40,000.00

II. WORK PRODUCT 2

2.1 Develop Broadband Strategic Plan

The County broadband team, in collaboration with the Contractor, shall support the creation of a comprehensive broadband strategic plan. This plan aims to review and provide oversight for all available Federal and State grant programs, including but not limited to:

- FFA
- National Telecommunications and Information Administration (NTIA)
- Broadband Equity, Access, and Deployment (BEAD)
- California Advanced Services Funds grants (CASF), including:
 - Infrastructure Grant Account (IGA)
 - Public Housing Account Program
- Local Agency Technical Assistance Program (LATA)

The strategic plan shall involve outreach to stakeholders, including the County's municipalities, utility providers, internet service providers (ISPs), JPA's, councils of governments, coalitions, and others. The County shall develop a Request for Application (RFA) to seek ISP partners for the last-mile FFA grant. A second round of a Request for Statement of Qualification (RFSQ) shall include wireless (fixed wireless) preparations for the BEAD grant, the IGA, and other CASF available grant opportunities such as the Broadband Public Housing Program grant.

The Contractor shall assist in soliciting, evaluating, and providing input regarding design, construction, operation, maintenance, and network sustainability from ISPs. The Contractor shall also support the County in coordinating FCC mapping information per the FCC Challenge Process. The primary goal is to build out last-mile and middle-mile high-speed broadband infrastructure throughout Fresno County, ensuring all unserved and underserved households,

Exhibit A-1

businesses, and CAIs have access. A keen focus shall be placed on the adoption and affordability of programs to support Fresno County constituents.

The broadband strategic plan outlines an approach expected to result in the last-mile build-out of broadband infrastructure projects, providing service to unserved or underserved locations with symmetrical 100 Mbps download and upload speeds within the County.

In the performance of this Work Product, the Contractor shall:

- Create a community engagement strategy with input and approval from the County.
- Coordinate, participate, and report on outreach activities to engage stakeholders and the community.
- Document and integrate feedback into the Project Plan
- Use diverse engagement methods (e.g., online surveys, focus groups) to ensure broad community input.

In the performance of this Work Product, the Contractor shall:

A. Develop a countywide Broadband Strategic Plan that shall achieve the following objectives:

i. Current state assessment:

- a) Incorporate previously compiled comprehensive documentation of the current broadband infrastructure, including maps and inventories
- b) Identify all existing broadband assets and service providers within the County from available information

ii. Gap analysis:

- a) Prepare detailed report(s) identifying areas with inadequate broadband coverage, including underserved and unserved communities
- b) Identify and analyze challenges affecting broadband coverage, access, and adoption; provide recommendations for addressing those challenges
- c) Conduct community needs assessments or surveys to capture specific needs and challenges from the residents' perspectives.

iii. Recommendations:

Exhibit A-1

a) Develop strategic recommendations and actionable plans for optimizing existing broadband infrastructure and improving current and future broadband infrastructure to unserved and underserved locations

b) Identify and evaluate potential funding sources for broadband projects

c) Develop a timeline for the implementation of the strategic recommendations

iv. Metrics establishment:

a) Establish clear metrics for measuring the success of broadband deployment

b) Establish baseline data against which progress can be measured

c) Provide periodic review and update of metrics and baseline data to ensure they remain relevant over time

B. Draft Reports:

i. Prepare initial draft of findings and recommendations for review and approval by County stakeholders

ii. Complete iterative revisions based on the County's feedback until final approval by the County is achieved

C. Final Reports:

i. Prepare comprehensive final report(s) including all findings, recommendations, and supporting documentation for review and approval by County stakeholders

ii. Present final report(s) to County management, Board of Supervisors, and other stakeholders as requested

D. Supporting Documents:

i. Include all supporting documents such as maps, data analyses, and funding application plans in the draft and final reports

Organization	WP 2.1 Hours	WP 2.1 Costs
Tone Consulting Group LLC	250	\$50,000.00

Exhibit A-1

2.2 Competitive Bid Procurement Process

The County, with the support of the Contractor, shall release a competitive procurement vehicle, including an RFA (RFA Version 1) and an RFSQ. This process shall select approved ISPs that meet the Federal and State broadband grant requirements for the build-out of high-speed broadband infrastructure, with a preference for fiber, as well as adoption and affordability programs.

The County and the Contractor shall closely monitor ongoing amendments, mapping, Last-Mile and Middle-Mile network configurations, rules, and guidelines throughout the evaluation process. Both parties shall ensure the development of a competitive process that includes a comprehensive review, evaluation, and selection process, adhering to all necessary Federal and State broadband grant applicant rules and guidelines. The procurement process shall be designed to be transparent and fair, ensuring that all potential ISP partners are evaluated based on consistent and objective criteria.

Organization	WP 2.2 Hours	WP 2.2 Cost
Tone Consulting Group LLC	250	\$50,000.00

2.3 Partner Negotiations

The County, with support from the Contractor, shall align, plan, and develop a competitive procurement process through an RFA and RFSQ. This process shall encompass all aspects of available Federal and State Broadband grant programs including last-mile and middle-mile, permitting requirements, engineering designs by ISPs, cost proposal models, on-site surveys, review and collaboration of grant required and other available mapping tools, and legal review of applicant rules and guidelines. The County's priorities include supporting and requiring, if extended, the Affordable Connectivity Program (ACP) and conducting adoption outreach programs in partnership with CAIs to address identified community needs. Negotiations shall

Exhibit A-1

also focus on establishing clear terms and conditions for project implementation, including timelines, responsibilities, and performance metrics to ensure successful project delivery.

Organization	WP 2.3 Hours	WP 2.3 Costs
Tone Consulting Group LLC	250	\$50,000.00

III. WORK PRODUCT 3

3.1 Engineering Design Review

The County, with the assistance of the Contractor, shall review the design and engineering plans of ISP infrastructure build-out to ensure they meet the requirements for each location identified in approved Federal and State grants. This review shall address any issues related to engineering design, including considerations for public right-of-way, NEPA (National Environmental Policy Act) and CEQA requirements, and environmental/cultural surveys. The review process shall include regular check-ins and feedback sessions with ISPs to ensure any issues are promptly addressed and resolved.

Organization	WP 3.1 Hours	WP 3.1 Costs
Tone Consulting Group LLC	140	\$28,000.00

3.2 Project Management

The collaboration between the County and the Contractor forms the backbone of a comprehensive project management approach. This partnership ensures the successful execution of broadband infrastructure projects through the following key components:

- **Project Milestones and Timeline:**

- Identification of Milestones: In collaboration with the Contractor, the County shall identify and outline critical project milestones for ISPs. These milestones shall cover all phases of the project, from planning and design to deployment and completion.

Exhibit A-1

1 ○ Detailed Timeline: The County, with support from the Contractor, shall establish a
2 detailed project timeline with specific deadlines for each category needed to fulfill grant
3 application requirements. This timeline shall be regularly reviewed and adjusted as necessary to
4 accommodate any changes or unforeseen challenges, with the Contractor providing continuous
5 oversight.

- 6 • **Internal Project Checklist:**

- 7 ○ Checklist Creation: Once a grant is approved, the Contractor and the County shall
8 collaboratively create an internal project checklist. This checklist shall include all
9 necessary tasks, responsible parties, deadlines, and status updates to ensure all
10 aspects of the project are tracked and managed effectively.

- 11 • **Coordination and Communication:**

12 ○ Regular Meetings: The Contractor shall coordinate and facilitate regular meetings with
13 County team members and the selected ISP(s). These meetings shall serve as a platform to
14 discuss progress, address issues, and ensure alignment with project goals. The collaboration
15 ensures that all parties are on the same page and working towards common objectives.

16 ○ Communication Plan: A project communication plan shall be developed in collaboration
17 with the Contractor to outline the frequency and channels of communication, ensuring all
18 stakeholders are informed and engaged throughout the project lifecycle.

- 19 • **Implementation Support:**

20 ○ Broadband Adoption: The Contractor shall work closely with community organizations,
21 CAls, and other stakeholders to promote broadband adoption and address any barriers to
22 access. This collaboration ensures that outreach efforts are well-coordinated and effective in
23 reaching the target population.

24 By emphasizing collaboration with the Contractor, the County shall ensure a structured,
25 efficient, and transparent project management process that supports the successful delivery of
26 high-speed broadband infrastructure. This partnership leverages the strengths and expertise of
27 both organizations to achieve common goals and deliver tangible benefits to the community.
28

Exhibit A-1

Organization	WP 3.2 Hours	WP 3.2 Costs
Tone Consulting Group LLC	720	\$144,000.00

3.3 Environmental and Cultural Review

The County shall conduct the necessary environmental and cultural surveys and studies to ensure compliance with all relevant Federal and State regulations. This includes adhering to NEPA and CEQA. The County shall work with environmental consultants and cultural resource specialists to identify and mitigate any potential impacts on natural habitats, historical sites, and cultural resources.

The process shall involve:

- Environmental Surveys: Comprehensive assessments to evaluate the impact of broadband infrastructure development on local ecosystems, including flora and fauna. These surveys shall identify sensitive areas and propose mitigation measures to minimize environmental disruption.
- Cultural Surveys: Detailed studies to identify and protect cultural and historical sites that may be affected by the infrastructure build-out. This includes consultation with local tribes and cultural heritage organizations to ensure the preservation of significant cultural resources.
- Compliance and Permitting: Ensuring that all necessary permits are obtained, and compliance with NEPA and CEQA guidelines is maintained throughout the project. This includes preparing and submitting environmental impact reports (EIRs) and other required documentation.
- Mitigation Strategies: Developing and implementing strategies to mitigate any identified environmental and cultural impacts, ensuring that the project proceeds in an environmentally and culturally responsible manner.

By conducting these thorough environmental and cultural assessments, the County aims to balance the need for high-speed broadband infrastructure with the protection of its natural and cultural heritage.

Exhibit A-1

Organization	WP 3.3 Hours	WP 3.3 Costs
Tone Consulting Group LLC	140	\$28,000.00