

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is between
3 Tone Consulting Group LLC, a California limited liability company (“Contractor”), and the County
4 of Fresno, a political subdivision of the State of California (“County”).

5 **Recitals**

6 A. The County previously entered into Agreement No. P-23-201 with the Contractor via a
7 suspension of competition for broadband consulting services, effective May 8, 2023 through
8 June 30, 2024.

9 B. The County has submitted an application, and modification to the California Public
10 Utilities Commission (CPUC) for the Local Agency Technical Assistance (LATA) grant (LATA
11 Grant Application/Modification) and was awarded said grant.

12 C. The County has a need for broadband consulting and grant management services, to
13 carry out the activities and complete the deliverables within the LATA Grant
14 Application/Modification, and additional broadband related services on an as needed basis.

15 D. The Contractor is willing and able to provide the desired broadband consulting and grant
16 management services to accomplish the tasks and deliverables described within the LATA
17 Grant Application/Modification, and additional broadband related services as requested by the
18 County.

19 E. The County desires to enter into a new agreement with the Contractor for the provision
20 of broadband consulting services, grant management services, and related services.

21 The parties therefore agree as follows:

22 **Article 1**

23 **Contractor’s Services**

24 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
25 Exhibit A – “Scope of Services – LATA Grant Application/Modification”.

26 1.2 **Obligations of the Contractor.**

27 (A) Regulatory Advice

- 1 (1) The Contractor shall engage with federal and state granting authorities in
2 meetings and discussions with the County, and on the County's behalf.
- 3 (2) The Contractor shall identify and monitor for federal and state activities that
4 may affect County broadband activities and projects.
- 5 (3) The Contractor shall provide consultation on compliance with relevant local,
6 state, and federal regulations.
- 7 (4) The Contractor shall provide recommendations on navigating regulatory
8 requirements for broadband projects.
- 9 (5) The Contractor is expected to maintain continuing education and expertise
10 regarding the subject matter or consultation at the Contractor's sole cost and
11 expense.
- 12 (6) The Contractor shall meet the conditions and complete the work outlined
13 within the LATA Grant Application/Modification, as approved by both the
14 Contractor and the County to form, and as submitted by the County and
15 approved by the CPUC.

16 (B) Funding Assistance

- 17 (1) The Contractor shall identify funding opportunities and eligibility
18 requirements.
- 19 (2) The Contractor shall assist in securing state, federal, and other funding as
20 described in the Exhibit A – “Scope of Services – LATA Grant
21 Application/Modification”.
- 22 (3) The Contractor shall assist in securing state, federal, and other funding not
23 listed in Exhibit A, at the County's written request as “Additional Services”,
24 pursuant to Section 3.3 hereinbelow.
- 25 (4) The Contractor shall provide guidance on managing grant funds and adhering
26 to reporting requirements.

1 (5) The Contractor shall provide post-award support, including guidance on
2 managing audits and maintaining compliance with ongoing reporting
3 requirements.

4 (C) Meetings and Presentations

5 (1) The Contractor shall attend County Board of Supervisor meetings to support
6 and/or speak on matters related to the County's broadband projects.

7 (2) The Contractor shall meet with County staff on a regular basis to ensure
8 progress with broadband projects.

9 (3) The Contractor shall attend and present during meetings with elected officials
10 as spokesperson on behalf of the County regarding broadband projects.

11 (4) The Contractor shall prepare detailed presentation materials and reports to
12 support discussions during meetings with elected officials and other
13 stakeholders.

14 1.3 **Contractor's Primary Point of Contact.** The Contractor shall perform the services
15 for the County under this Agreement through Julie Tone and staff as appropriate, with Julie
16 Tone as the primary point of contact and lead on the services requested in this Agreement. The
17 Contractor shall inform the County in writing of any change in Julie Tone's responsibilities
18 related to this Agreement.

19 1.4 **Representation.** The Contractor represents that it is qualified, ready, willing, and
20 able to perform all of the services provided in this Agreement.

21 1.5 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
22 applicable federal, state, and local laws and regulations in the performance of its obligations
23 under this Agreement, including but not limited to workers compensation, labor, and
24 confidentiality laws and regulations.

25 **Article 2**

26 **County's Responsibilities**

27 2.1 The County shall provide a County representative to represent the County, who will
28 work with the Contractor to carry out the Contractor's obligation under this Agreement. The

1 County Representative will be the County's Internal Services Director/Chief Information Officer,
2 and/or their designees.

3 **Article 3**

4 **Compensation, Invoices, and Payments**

5 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
6 the performance of its services under this Agreement and as described in Exhibit B –
7 Compensation.

8 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
9 under this Agreement is \$722,000 ("Maximum Compensation") for the initial two-year term of
10 this Agreement, unless otherwise amended pursuant to the procedure described in Section
11 12.1. The Maximum Compensation is comprised of \$652,000 for the services outlined in
12 Exhibit A – Scope of Services - LATA Grant Application/Modification, and \$70,000 for Additional
13 Services. The County shall compensate the Contractor for the performance of services pursuant
14 to Exhibit B – Compensation. In the event the total maximum compensation amount in the Initial
15 Term is not fully expended, the remaining unspent funding amounts shall roll over to each
16 subsequent term.

17 The Contractor acknowledges that the County is a local government entity, and does so
18 with notice that the County's powers are limited by the California Constitution and by State law,
19 and with notice that the Contractor may receive compensation under this Agreement only for
20 services performed according to the terms of this Agreement and while this Agreement is in
21 effect, and subject to the maximum amount payable under this section. The Contractor further
22 acknowledges that County employees have no authority to pay the Contractor except as
23 expressly provided in this Agreement.

24 3.3 **Additional Services.** The Contractor acknowledges that the services and work
25 products requested by the County, specifically those described in Exhibit A – Scope of Services
26 - LATA Grant Application/Modification, were made possible due to the LATA Grant (Exhibit A)
27 as administered by the CPUC, and that the County intends to compensate the Contractor for
28 these services using available grant funding.

1 The Contractor shall not perform any Additional Services outside of those described in
2 Exhibit A without the explicit written consent of the County. The County and the Contractor
3 agree that services in addition to those outlined in Exhibit A may be requested as new grant
4 funding becomes available, or as new services are required. For example, as part of its
5 obligations under this Agreement, the Contractor may evaluate upcoming grants not listed in
6 Exhibit A and provide recommendations for the County’s consideration, which would be
7 considered with the original scope of this Agreement. However, if the County provides the
8 Contractor with expressed written permission to proceed with steps to secure the grant fundings
9 not listed in Exhibit A, then that work would be considered “Additional Services”, and invoiced to
10 the County as such. In the event that the County requests the Contractor to perform any
11 Additional Services outside of those described in Exhibit A, the performance of the requested
12 Additional Services are subject to the available funding in this Agreement. The County and the
13 Contractor agree that any amendment for Additional Services and additional funding be
14 negotiated in good faith, according to Section 12.1.

15 The total allocation for Additional Services is \$70,000 for the initial two-year term of this
16 Agreement. The Contractor will separately invoice the County for the performance of Additional
17 Services, and shall clearly indicate such services as “additional services”. In the event the
18 Additional Services amount is not fully expended in the Initial Term of the Agreement, the
19 remaining unspent Additional Services amount shall roll over to each subsequent term, if
20 extended. The County and the Contractor acknowledge and agree that Additional Services in
21 the amount of \$10,966 have already been rendered by the Contractor. In no event shall the total
22 compensation payable under this Agreement for services provided in Exhibit A and for
23 Additional Services, exceed \$722,000 for the entire term of this Agreement, unless otherwise
24 agreed to by the Parties and amended pursuant to section 12.1, “Modification”, below.

25 **3.4 Invoices.** The Contractor shall submit invoices referencing the provided agreement
26 number on the first day of each month to the County of Fresno, County Administrative Office,
27 Attention: County Administrative Officer, 2281 Tulare St., Suite 304, Fresno, CA 93721,
28

1 FresnoCAO@fresnocountyca.gov. At minimum, the invoice shall contain the following
2 information:

- 3 • Invoice Date
- 4 • Dates of Service/Service Period
- 5 • Agreement number
- 6 • Description of Completed Deliverable/Work Product/Service Provided
- 7 • Number of Labor Hours
- 8 • Cost of Labor Hours
- 9 • Extended Cost for each line item billed

10 The Contractor shall submit each invoice within 60 days after the month in which the
11 Contractor performs services and in any case within 60 days after the end of the term or
12 termination of this Agreement. In case of any discrepancies or disputes regarding the invoice,
13 the County shall notify the Contractor within 15 days of receiving the invoice. Both parties shall
14 work in good faith to promptly resolve any issues.

15 3.5 **Payment.** The County shall pay each correctly completed and timely submitted
16 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
17 address specified in the invoice.

18 3.6 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
19 expenses that are not specified as payable by the County under this Agreement.

20 **Article 4**

21 **Term of Agreement**

22 4.1 **Term.** This Agreement is retroactively effective on July 01, 2024 and terminates on
23 June 30, 2026, except as provided in section 4.2, "Extension," or Article 6, "Termination and
24 Suspension," below.

25 4.2 **Extension.** The term of this Agreement may be extended for no more than one, one-
26 year period only upon written approval of both parties. The Director of Internal Services/Chief
27 Information Officer or his or her designee is authorized to sign the written approval on behalf of
28 the County based on the Contractor's satisfactory performance. The extension of this

1 Agreement by the County is not a waiver or compromise of any default or breach of this
2 Agreement by the Contractor existing at the time of the extension whether or not known to the
3 County.

4 **Article 5**

5 **Notices**

6 5.1 **Contact Information.** The persons and their addresses having authority to give and
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

9 County Administrative Officer
10 County of Fresno
11 2281 Tulare St., Suite 304
12 Fresno, CA 93721
13 FresnoCAO@fresnocountyca.gov

14 **For the Contractor:**

15 Chief Executive Officer
16 Tone Consulting Group LLC.
17 3575 Prescott Ave
18 Clovis, CA. 93619
19 juliet@toneconsultinggroup.org
20 559-712-1936

21 5.2 **Change of Contact Information.** Either party may change the information in section
22 5.1 by giving notice as provided in section 5.3.

23 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
24 for or permitted under this Agreement must be in writing, state that it is a notice provided under
25 this Agreement, and be delivered either by personal service, by first-class United States mail, by
26 an overnight commercial courier service, or by Portable Document Format (PDF) document
27 attached to an email.

28 (A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County
business days after deposit in the United States mail, postage prepaid, addressed to the
recipient.

(C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service,

1 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
2 the recipient.

3 (D) A notice delivered by PDF document attached to an email is effective when
4 transmission to the recipient is completed (but, if such transmission is completed outside
5 of County business hours, then such delivery is deemed to be effective at the next
6 beginning of a County business day), provided that the sender maintains a machine
7 record of the completed transmission.

8 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
9 nothing in this Agreement establishes, waives, or modifies any claims presentation
10 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
11 of Title 1 of the Government Code, beginning with section 810).

12 **Article 6**

13 **Termination and Suspension**

14 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
15 contingent on the approval of funds by the appropriating government agency. If sufficient funds
16 are not allocated, then the County, upon at least 30 days' advance written notice to the
17 Contractor, may:

18 (A) Modify the services provided by the Contractor under this Agreement; or

19 (B) Terminate this Agreement.

20 **6.2 Termination for Breach.**

21 (A) Upon determining that a breach (as defined in paragraph (C) below) has
22 occurred, the County may give written notice of the breach to the Contractor. The written
23 notice may suspend performance under this Agreement, and must provide at least 30
24 days for the Contractor to cure the breach.

25 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
26 time stated in the written notice, the County may terminate this Agreement immediately.

27 (C) For purposes of this section, a breach occurs when, in the determination of the
28 County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of the

1 Contractor's employees, including compliance with Social Security withholding and all related
2 regulations.

3 7.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor may provide services to others unrelated to the County.

5 **Article 8**

6 **Indemnity and Defense**

7 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
8 County (including its officers, agents, employees, and volunteers) against all claims, demands,
9 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
10 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
11 the performance or failure to perform by the Contractor (or any of its officers, agents,
12 subcontractors, or employees) under this Agreement. The County may conduct or participate in
13 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
14 defend the County.

15 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

16 **Article 9**

17 **Insurance**

18 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
19 Agreement.

20 **Article 10**

21 **Inspections, Audits, and Public Records**

22 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
23 the County may examine at any time during business hours and as often as the County deems
24 necessary, all of the Contractor's records and data with respect to the matters covered by this
25 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
26 request by the County, permit the County to audit and inspect all of such records and data to
27 ensure the Contractor's compliance with the terms of this Agreement.

1 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 10.3 **Public Records.** The County is not limited in any manner with respect to its public
7 disclosure of this Agreement or any record or data that the Contractor may provide to the
8 County. The County's public disclosure of this Agreement or any record or data that the
9 Contractor may provide to the County may include but is not limited to the following:

10 (A) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose this Agreement to the public or such governmental
12 agency.

13 (B) The County may voluntarily, or upon request by any member of the public or
14 governmental agency, disclose to the public or such governmental agency any record or
15 data that the Contractor may provide to the County, unless such disclosure is prohibited
16 by court order.

17 (C) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure under the Ralph M. Brown Act (California
19 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

20 (D) This Agreement, and any record or data that the Contractor may provide to the
21 County, is subject to public disclosure as a public record under the California Public
22 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
23 with section 7920.200) ("CPRA").

24 (E) This Agreement, and any record or data that the Contractor may provide to the
25 County, is subject to public disclosure as information concerning the conduct of the
26 people's business of the State of California under California Constitution, Article 1,
27 section 3, subdivision (b).
28

1 (F) Any marking of confidentiality or restricted access upon or otherwise made with
2 respect to any record or data that the Contractor may provide to the County shall be
3 disregarded and have no effect on the County's right or duty to disclose to the public or
4 governmental agency any such record or data.

5 **10.4 Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the Contractor. Within five business days after the County's demand, the
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
12 possession or control, together with a written statement that the Contractor, after conducting a
13 diligent search, has produced all requested records that are in the Contractor's possession or
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a
15 diligent search, does not possess or control any of the requested records. The Contractor shall
16 cooperate with the County with respect to any County demand for such records. If the
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the
19 exemption by citation to specific legal authority within the written statement that it provides to
20 the County under this section. The Contractor's assertion of any exemption from disclosure is
21 not binding on the County, but the County will give at least 10 days' advance written notice to
22 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
25 failure to produce any such records, or failure to cooperate with the County with respect to any
26 County demand for any such records.

1 **Article 11**

2 **Disclosure of Self-Dealing Transactions**

3 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
4 or changes its status to operate as a corporation.

5 11.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to
8 the County before commencing the transaction or immediately after.

9 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
10 a party and in which one or more of its directors, as an individual, has a material financial
11 interest.

12 **Article 12**

13 **General Terms**

14 12.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed
16 by both parties. The Contractor acknowledges that County employees have no authority to
17 modify this Agreement except as expressly provided in this Agreement.

18 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
19 under this Agreement without the prior written consent of the other party.

20 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
21 or related to this Agreement.

22 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
23 County, California. The Contractor consents to California jurisdiction for actions arising from or
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
25 brought and maintained in Fresno County.

26 12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
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1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 12.8 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
22 between the Contractor and the County with respect to the subject matter of this Agreement,
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
24 publications, and understandings of any nature unless those things are expressly included in
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
28 exhibits.

1 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

4 (A) The Contractor is duly authorized and empowered to sign and perform its
5 obligations under this Agreement.

6 (B) The individual signing this Agreement on behalf of the Contractor is duly
7 authorized to do so and his or her signature on this Agreement legally binds the
8 Contractor to the terms of this Agreement.

9 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

11 (A) An “electronic signature” means any symbol or process intended by an individual
12 signing this Agreement to represent their signature, including but not limited to (1) a
13 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) version of an
15 original handwritten signature.

16 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
17 equivalent to a valid original handwritten signature of the person signing this Agreement
18 for all purposes, including but not limited to evidentiary proof in any administrative or
19 judicial proceeding, and (2) has the same force and effect as the valid original
20 handwritten signature of that person.

21 (C) The provisions of this section satisfy the requirements of Civil Code section
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
23 Part 2, Title 2.5, beginning with section 1633.1).

24 (D) Each party using a digital signature represents that it has undertaken and
25 satisfied the requirements of Government Code section 16.5, subdivision (a),
26 paragraphs (1) through (5), and agrees that each other party may rely upon that
27 representation.
28

1 (E) This Agreement is not conditioned upon the parties conducting the transactions
2 under it by electronic means and either party may sign this Agreement with an original
3 handwritten signature.

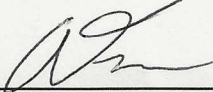
4 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
5 original, and all of which together constitute this Agreement.

6 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 TONE CONSULTING GROUP LLC

COUNTY OF FRESNO

3
4 
5 _____
6 Alex Tone, President

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

7 3575 Prescott Ave
8 Clovis, CA 93619

Attest:
Bernice Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 2540
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 10000
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Local Agency Technical Assistance Application

PART 1. GRANT APPLICATION CHECKLIST			
<p><i>Instructions:</i> To assist the CPUC Communications Division in verifying the completeness of your application, mark the box to the left of each item to indicate you provided the requested information and uploaded required additional materials with your application spreadsheet. For more details about these requirements, please review CPUC Decision D.22-02-026, Appendix 1.</p> <p>link to D.20-22-026 Technical Assistance Decision and Guidelines</p>			
#	Item Included ?	Item	To Be Completed By Applicant (submit separately if indicated below)
1	<input type="checkbox"/>	Applicant Name and Organization	County of Fresno, Government Organization
		Authorized Local Agency or Tribal Leader Name and Title	Provide information below:
		<i>Address Line 1</i>	333 W Pontiac Way
		<i>Address Line 2</i>	
		<i>City</i>	Clovis
		<i>State</i>	CA
		<i>ZIP Code</i>	93612
		<i>Website Address</i>	https://www.fresnocountyca.gov/
		<i>Phone Number</i>	559-600-6200
		<i>California Tribe?</i>	
		<i>Federal Tribal Recognition?</i>	
2	<input checked="" type="checkbox"/>	Key Project Contact (i.e., staff contract manager)	Provide information below:
		<i>First Name</i>	Antoine
		<i>Last Name</i>	Grayson
		<i>Organization Position</i>	County of Fresno
		<i>Address Line 1</i>	333 W. Pontiac Way
		<i>Address Line 2</i>	
		<i>City</i>	Clovis
		<i>State</i>	CA
		<i>ZIP Code</i>	93612
		<i>Email Address</i>	agrayson@fresnocountyca.gov
		<i>Phone Number</i>	(559) 600-5808
3	<input checked="" type="checkbox"/>	Grant Project Description	Provide information below:
		<i>Project Title</i>	Fresno County Broadband Project
		<i>Brief Description</i>	This grant proposal will utilize Federal and State Broadband Grant funding to cover the cost of developing and implementing a County of Fresno Broadband Strategic Plan. The strategic plan will lead to the completion of equitable high-speed broadband access for all Fresno County constituents.
		<i>Project Location</i>	Fresno County
4	<input type="checkbox"/>	Letter of Support	Submit as separate attachment(s) and check box to indicate included.

Exhibit A - Scope of Services - LATA Grant Application/Modification

5	<input checked="" type="checkbox"/>	Project Proposal (if planning to use in-house staff) or Proposed Contract (if planning to outsource work)	<p>Submit as a separate attachment(s) and check box to indicate included.</p> <p>Must include: (1) the project scope of work for a consultant and/or staff to carry out the Local Agency Technical Assistance; (2) detailed cost estimate including hourly rates and estimated total hours for each person; and (3) proposed timeline for completion; (4) geographic basis for the proposed project area (such as by Census Block) sufficient to demonstrate broadband need.</p> <p>If the applicant intends, as part of the project, to (a) complete multiple work products (i.e. joint powers agreement(s), feasibility studies, etc.) and (b) request partial payment for work product(s) completed before the project's completion, all potential work products must be outlined and supported in the contract or proposal, and listed separately in the Budget Summary.</p>
6	<input checked="" type="checkbox"/>	Proposed Total Budget (\$)	\$999,643.00
7	<input checked="" type="checkbox"/>	Project Summary	Provide information in Tab 2 (Project Summary) of this spreadsheet and check box to indicate included.
8	<input checked="" type="checkbox"/>	Budget Summary	Provide information in Tab 3 (Budget Summary) of this spreadsheet and check box to indicate included.
9	<input checked="" type="checkbox"/>	Name of Organization to Receive Payment (Local Agency or Tribal Entity)	County of Fresno
		<i>Address Line 1</i>	333 W. Pontiac Way
		<i>Address Line 2</i>	
		<i>City</i>	Clovis
		<i>State</i>	CA
		<i>Zip Code</i>	93612
		<i>Website Address</i>	https://www.fresnocountyca.gov/
		<i>Phone Number</i>	559-600-6200
10	<input checked="" type="checkbox"/>	Affirmation of Incremental Staff Hours	I, the undersigned, affirm that any staff hours expended on reimbursable activities, and for which reimbursement will be requested, are incremental to the pre-grant award scope of work and would not be performed by the staff person absent the grant award.
11	<input checked="" type="checkbox"/>	Agreement for 24-Month Completion	I, the undersigned, acknowledge that the project must be completed within 24-months from the date of Commission approval of the grant.
12	<input checked="" type="checkbox"/>	Notarized Affidavit (separate form, upload with submission)	Submit separate required form and check box to indicate included. The form can be found on the LATA website: https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/local-agency-technical-assistance
13	<input checked="" type="checkbox"/>	Electronic Signature	Antoine Grayson

Exhibit A - Scope of Services - LATA Grant Application/Modification

Local Agency Technical Assistance Application

PART 2: PROJECT SUMMARY	
<i>Instructions:</i> Please provide the following information about a broadband technical assistance project that supports a local agency or Tribe. Project types may include but are not limited to: needs assessments, market studies, broadband strategic plans, business plans; environmental, feasibility, engineering design studies or reports; forming a joint powers authority; consultant and community-based organization services.	
Name and Location of Proposed Grant Project	The Fresno County Broadband Project will take place in Fresno County.
Type of Project and Scope	The proposed technical assistance grant will fund the development of a Broadband Strategic Plan, and competitive bid process: Request for Application (RFA), and Request for Statement of Qualifications (RFSQ) for Fresno County. This plan will outline a strategy that is expected to result and lead to equitable high-speed broadband infrastructure projects to provide service to unserved or underserved locations (households, businesses, and community anchor institutions) that are designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. This project will be completed within the 24-month timeline from the date of grant approval.
Total Budget (\$)	\$999,643.00
Project Timeline (include start and end dates, must be completed within 24 months)	The project will be completed within 104 weeks / 24 months from the start of the approved grant (s). The timeline may need to be modified depending upon grant award date.
How will the proposed technical assistance grant support broadband infrastructure deployment to unserved and/or underserved households and businesses at speeds of at least 100 Mbps upload and download speeds?	Fresno County broadband plan will implement high-speed broadband that reliably meets and/or exceeds 100 Mbps upload and download speed will support access to digital inclusion, workforce development, telehealth, and education. Fresno County prefers speeds at a minimum of 1 Gbps to 5 Gbps for last mile connection.
Summary of consultant/staff/team experience - Upload resume qualifications separately	Fresno County resumes/BIO's of established Fresno County team members and Tone Consulting Group LLC resumes/BIO's are attached which include team member experience and qualifications.
Short description of the project suitable for posting on the Commission's web page. [see example below]	The proposed technical assistance grant will fund the development of a Broadband Strategic Plan and competitive bid process: Request for Application (RFA), and Request for Statement of Qualifications (RFSQ) for Fresno County. This plan will outline a strategy that is expected to result and lead to equitable high-speed broadband infrastructure projects to provide service to unserved or underserved locations (households, businesses, and community anchor institutions) that are designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. This project will be completed within the 24-month timeline from the date of grant approval.
Other Information	
Example: Short Description of Local Agency Technical Assistance Study	
The proposed technical assistance grant will fund development of a Broadband Strategic Plan for City X. This plan will outline a strategy that is expected to result in broadband infrastructure projects designed to provide service to unserved or underserved households and businesses and that are designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. This project will be completed within the 24-month timeline.	

Exhibit A - Scope of Services - LATA Grant Application/Modification

Local Agency Technical Assistance Application

PART 3. BUDGET SUMMARY

Instructions: Please provide the following budget summary information for your proposed grant project. Identify each reimburseable work product expected to result from the proposed contract (if outsourcing) or project proposal (if in-house staff). Add additional space if needed.

Applicant (Local Agency or Tribe):	Fresno County		
Project Name:	<i>Fresno County Broadband Project</i>		
	Year 1-2		
Budget Line Item	Work Product 1	Work Product 2	Work Product 3
Work Product Title (e.g, RFP Development, Needs Assessment, Strategic Broadband Plan)	Internal implementation Process - Needs Assessment - Community Digital Assessment Survey - Forming a Joint Powers Authority	Develop Broadband Strategic Plan - Competitive Bid Procurement Process - Partner Negotiation	Engineering Design Review - Project Management - Environmental and Cultural Review
Timeline (weeks from project start)	Weeks 1-104	Weeks 1-104	Weeks 1-104

Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	Cost	Cost	Cost	
Fresno County (SAMPLE COST)	\$ 99,721.22	\$ 99,978.82	\$ 147,942.96	
Tone Consulting Group LLC. (SAMPLE COST)	\$ 302,000.00	\$ 150,000.00	\$ 200,000.00	
Total Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	\$ 401,721.22	\$ 249,978.82	\$ 347,942.96	
Total Administrative Costs (see Note)	\$ -		\$ -	TOTAL
TOTAL COSTS	\$ 401,721.22	\$ 249,978.82	\$ 347,942.96	\$ 999,643.00

Note:

Administrative costs are defined as indirect overhead costs attributable to a project, per generally accepted accounting principles (GAAP), and the direct cost of complying with Commission administrative and regulatory requirements related to the grant itself. Up to 15% of administrative costs may be associated with the securing or completion of reimbursable work products, other than the cost of local agency staff hours. (D.22-02-026, Attachment 1 at 2)

Local Agency Technical Assistance Application

PART 4: GEOGRAPHIC INFORMATION		
Instructions: Please provide a description of the geographic location(s) that the applicant intends for service to be provided as a result of the technical assistance project(s). The CPUC requests this information since local agencies with geographically overlapping jurisdictions are encouraged to collaborate. Applicant(s) should provide as much detail on the intended geographic location(s) as possible		
<u>Information Requested</u>	<u>Instructions</u>	<u>Response</u>
Type of Local Agency	Choose from drop down on right.	county (including a county service area)
	Describe type of Local Agency if not in dropdown.	
Describe Project Location	Provide a short description of the intended geographic location(s) (e.g. city limits, county limits, utility service area) to assist in the review of this application.	This project will take place within the geographical boundaries of Fresno County.
Census Block(s)	Submit as separate document and note the file name in this field (if submitting via email).	n/a
	The 'Data Query Tool' on CPUC's California Interactive Broadband Map can be used to export census blocks into a CSV file by manually selecting regions on the map. (https://www.broadbandmap.ca.gov/)	
	If Census Blocks are not currently known, the Data Query Tool can also be used to create CSV files of other types of political boundaries (counties, Tribal Areas, etc.) and can be provided in a separate file. Additional information on the intended geographic location(s) can be listed in the relevant fields below.	
	If Census Block(s) are not currently known, provide	
	<i>County/Countries</i>	
<i>City/Cities</i>		
<i>Zip Codes</i>		
<i>Other Unique Geographic Data</i>		
Shapefile and/or Map	A shapefile and/or map of the intended geographic	
	<i>Shapefile included?</i>	Yes
	<i>Name of Shapefile (if included, "N/A" if not):</i>	Fresno County LATA Application.kmz
	<i>Map Included?</i>	Yes
<i>Name of Map file (if included, "N/A" if not):</i>	in narrative	

County of Fresno: Local Agency Technical Assistance Grant Modification

I. WORK PRODUCT #1:

1. Internal Implementation Process:

The County of Fresno's (County's) internal process for broadband implementation aims to support the creation of a Strategic Broadband 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 will 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/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	63	\$88.0297	\$5,545.87
County of Fresno/Network Systems Engineer	Neal Haas	63	\$88.0297	\$5,545.87
County of Fresno/Senior Administrative Analyst	Ahla Yang	46	\$130.52	\$6,003.92
County of Fresno/Program Manager	See Patterson	44	\$88.0297	\$3,873.31
County of Fresno/Assistant Director of Internal Services	Sheri Walden	45	\$88.0297	\$3,961.34
Tone Consulting Group LLC/CEO	Julie Tone	100	\$200.00	\$20,000.00
Tone Consulting Group LLC/President	Alex Tone	100	\$200.00	\$20,000.00

2. Needs Assessment:

The County, in collaboration and support from Tone Consulting Group LLC (TCG), will 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.
 - 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.

Exhibit A - Scope of Services - LATA Grant Application/Modification

- 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/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	63	\$88.0297	\$5,545.87
County of Fresno/Network Systems Engineer	Neal Haas	63	\$88.0297	\$5,545.87
County of Fresno/Senior Administrative Analyst	Ahla Yang	46	\$130.52	\$6,003.92
County of Fresno/Program Manager	See Patterson	44	\$88.0297	\$3,873.31
County of Fresno/Assistant Director of Internal Services	Sheri Walden	45	\$88.0297	\$3,961.34
Tone Consulting Group LLC/CEO	Julie Tone	175	\$200.00	\$35,000.00
Tone Consulting Group LLC/President	Alex Tone	175	\$200.00	\$35,000.00

3. Community Digital Assessment Survey:

The County, in collaboration with Tone Consulting Group LLC (TCG), will design and deploy a comprehensive digital assessment survey to evaluate key aspects of digital engagement within the priority areas of Fresno County. The survey will 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 will collaborate with community leaders and stakeholders. Multiple deployment methods will be utilized, including online surveys, phone interviews, mailed surveys, and QR code distributions, to maximize participation.

A thorough analysis of the collected survey data will be conducted to extract meaningful insights, which will prioritize broadband initiatives based on the identified needs and available resources. The analysis will 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 will be presented to the relevant stakeholders. A full report, along with sortable data and recommendations for ongoing outreach, will 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.

Exhibit A - Scope of Services - LATA Grant Application/Modification

Organization/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	63	\$88.0297	\$5,545.87
County of Fresno/Network Systems Engineer	Neal Haas	63	\$88.0297	\$5,545.87
County of Fresno/Senior Administrative Analyst	Ahla Yang	46	\$130.52	\$6,003.92
County of Fresno/Program Manager	See Patterson	44	\$88.0297	\$3,873.31
County of Fresno/Assistant Director of Internal Services	Sheri Walden	45	\$88.0297	\$3,961.34
Tone Consulting Group LLC	Mark Astone	230	\$200.00	\$46,000.00
Tone Consulting Group LLC	Andrew Astone	230	\$200.00	\$46,000.00
Tone Consulting Group LLC	Vern Crow	230	\$200.00	\$46,000.00
Tone Consulting Group LLC/CEO	Julie Tone	35	\$200.00	\$7,000.00
Tone Consulting Group LLC/President	Alex Tone	35	\$200.00	\$7,000.00

4. Forming a Joint Powers Authority:

- a. With the support of TCG, the County will 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 will facilitate collaboration and resource sharing among participating counties, ensuring a unified approach to expanding broadband infrastructure and services.
- b. 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 will 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.
- c. The JPA will also focus on developing and implementing strategies to maintain the sustainability of the broadband infrastructure, including ongoing maintenance, upgrades, and community support programs.

Organization/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	63	\$88.0297	\$5,545.87
County of Fresno/Network Systems Engineer	Neal Haas	63	\$88.0297	\$5,545.87
County of Fresno/Senior Administrative Analyst	Ahla Yang	46	\$130.52	\$6,003.92
County of Fresno/Program Manager	See Patterson	44	\$88.0297	\$3,873.31
County of Fresno/Assistant Director of Internal Services	Sheri Walden	45	\$88.0297	\$3,961.34
Tone Consulting Group LLC/CEO	Julie Tone	100	\$200.00	\$20,000.00

Tone Consulting Group LLC/President	Alex Tone	100	\$200.00	\$20,000.00
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II. WORK PRODUCT 2:

1. Develop Broadband Strategic Plan:

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

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

TCG will assist in soliciting, evaluating, and providing input regarding design, construction, operation, maintenance, and network sustainability from ISPs. TCG will 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, businesses, and community anchor institutions have access. A keen focus will 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 will 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:
 - 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:

Exhibit A - Scope of Services - LATA Grant Application/Modification

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

Organization/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	68	\$88.0297	\$5,986.02
County of Fresno/Network Systems Engineer	Neal Haas	50	\$88.0297	\$4,401.49
County of Fresno/Senior Administrative Analyst	Ahla Yang	82	\$130.52	\$10,702.64
County of Fresno/Program Manager	See Patterson	84	\$88.0297	\$7,394.49
County of Fresno/Assistant Director of Internal Services	Sheri Walden	55	\$88.0297	\$4,841.63
Tone Consulting Group LLC/CEO	Julie Tone	125	\$200.00	\$25,000.00
Tone Consulting Group LLC/President	Alex Tone	125	\$200.00	\$25,000.00

2. Competitive Bid Procurement Process:

The County, with the support of TCG, will release a competitive procurement vehicle, including a Request for Application (RFA Version 1) and a Request for Statement of Qualifications (RFSQ). This process will select approved ISP providers 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 TCG will closely monitor ongoing amendments, mapping, Last-Mile and Middle-Mile network configurations, rules, and guidelines throughout the evaluation process. They will 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 will be designed to be transparent and fair, ensuring that all potential ISP partners are evaluated based on consistent and objective criteria.

Organization/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	68	\$88.0297	\$5,986.02
County of Fresno/Network Systems Engineer	Neal Haas	50	\$88.0297	\$4,401.49
County of Fresno/Senior Administrative Analyst	Ahla Yang	82	\$130.52	\$10,702.64
County of Fresno/Program Manager	See Patterson	84	\$88.0297	\$7,394.49
County of Fresno/Assistant Director of Internal Services	Sheri Walden	55	\$88.0297	\$4,841.63

Exhibit A - Scope of Services - LATA Grant Application/Modification

Tone Consulting Group LLC/CEO	Julie Tone	125	\$200.00	\$25,000.00
Tone Consulting Group LLC/President	Alex Tone	125	\$200.00	\$25,000.00

3. Partner Negotiations:

The County, with support from TCG, will align, plan, and develop a competitive procurement process through a Request for Application (RFA) and Request for Statement of Qualifications (RFSQ). This process will 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 anchor community institutions to address identified community needs. Negotiations will also focus on establishing clear terms and conditions for project implementation, including timelines, responsibilities, and performance metrics to ensure successful project delivery.

Organization/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	68	\$88.0297	\$5,986.02
County of Fresno/Network Systems Engineer	Neal Haas	50	\$88.0297	\$4,401.49
County of Fresno/Senior Administrative Analyst	Ahla Yang	82	\$130.52	\$10,702.64
County of Fresno/Program Manager	See Patterson	84	\$88.0297	\$7,394.49
County of Fresno/Assistant Director of Internal Services	Sheri Walden	55	\$88.0297	\$4,841.63
Tone Consulting Group LLC/CEO	Julie Tone	125	\$200.00	\$25,000.00
Tone Consulting Group LLC/President	Alex Tone	125	\$200.00	\$25,000.00

III. WORK PRODUCT III:

1. Engineering Design Review:

The County, with the assistance of TCG, will 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 will address any issues related to engineering design, including considerations for public right-of-way, NEPA (National Environmental Policy Act) and CEQA (California Environmental Quality Act) requirements, and environmental/cultural surveys. The review process will include regular check-ins and feedback sessions with ISPs to ensure any issues are promptly addressed and resolved.

Exhibit A - Scope of Services - LATA Grant Application/Modification

Organization/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	117	\$88.0297	\$10,299.47
County of Fresno/Network Systems Engineer	Neal Haas	117	\$88.0297	\$10,299.47
County of Fresno/Senior Administrative Analyst	Ahla Yang	105	\$130.52	\$13,704.60
County of Fresno/Program Manager	See Patterson	104	\$88.0297	\$9,155.09
County of Fresno/Assistant Director of Internal Services	Sheri Walden	74	\$88.0297	\$6,514.20
Tone Consulting Group LLC/CEO	Julie Tone	70	\$200.00	\$14,000.00
Tone Consulting Group LLC/President	Alex Tone	70	\$200.00	\$14,000.00

2. Project Management:

The collaboration between the County of Fresno and Tone Consulting Group LLC (TCG) 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 TCG, the County will identify and outline critical project milestones for ISP providers. These milestones will cover all phases of the project, from planning and design to deployment and completion.
 - **Detailed Timeline:** A detailed project timeline will be established with specific deadlines for each category needed to fulfill grant application requirements. This timeline will be regularly reviewed and adjusted as necessary to accommodate any changes or unforeseen challenges, with TCG providing continuous oversight.
- **Internal Project Checklist:**
 - **Checklist Creation:** Once a grant is approved, TCG and the County will collaboratively create an internal project checklist. This checklist will include all necessary tasks, responsible parties, deadlines, and status updates to ensure all aspects of the project are tracked and managed effectively.
- **Coordination and Communication:**
 - **Regular Meetings:** TCG will coordinate and facilitate regular meetings with County team members and the selected ISP provider(s). These meetings will serve as a platform to discuss progress, address issues, and ensure alignment with project goals. The collaboration ensures that all parties are on the same page and working towards common objectives.
 - **Communication Plan:** A project communication plan will be developed in collaboration with TCG to outline the frequency and channels of communication, ensuring all stakeholders are informed and engaged throughout the project lifecycle.
- **Implementation Support:**

- **Broadband Adoption:** TCG will work closely with community organizations, anchor institutions, and other stakeholders to promote broadband adoption and address any barriers to access. This collaboration ensures that outreach efforts are well-coordinated and effective in reaching the target population.

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

Organization/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	117	\$88.0297	\$10,299.47
County of Fresno/Network Systems Engineer	Neal Haas	117	\$88.0297	\$10,299.47
County of Fresno/Senior Administrative Analyst	Ahla Yang	105	\$130.52	\$13,704.60
County of Fresno/Program Manager	See Patterson	104	\$88.0297	\$9,155.09
County of Fresno/Assistant Director of Internal Services	Sheri Walden	74	\$88.0297	\$6,514.20
Tone Consulting Group LLC/CEO	Julie Tone	360	\$200.00	\$72,000.00
Tone Consulting Group LLC/President	Alex Tone	360	\$200.00	\$72,000.00

3. Environmental and Cultural Review:

The County will conduct the necessary environmental and cultural surveys and studies to ensure compliance with all relevant federal and state regulations. This includes adhering to the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The County will 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 will involve:

- **Environmental Surveys:** Comprehensive assessments to evaluate the impact of broadband infrastructure development on local ecosystems, including flora and fauna. These surveys will 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

Exhibit A - Scope of Services - LATA Grant Application/Modification

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.

Organization/Position	Name:	Hours:	Rate:	Cost:
County of Fresno/IT Division Manager	Antoine Grayson	113.25	\$88.0297	\$9,969.36
County of Fresno/Network Systems Engineer	Neal Haas	113.25	\$88.0297	\$9,969.36
County of Fresno/Senior Administrative Analyst	Ahla Yang	101	\$130.52	\$13,182.52
County of Fresno/Program Manager	See Patterson	99.5	\$88.0297	\$8,757.98
County of Fresno/Assistant Director of Internal Services	Sheri Walden	69.5	\$88.0297	\$6,118.06
Tone Consulting Group LLC/CEO	Julie Tone	70	\$200.00	\$14,000.00
Tone Consulting Group LLC/President	Alex Tone	70	\$200.00	\$14,000.00

Exhibit B - Compensation

Compensation – Payment Schedule:

The Contractor shall be compensated according to this Exhibit B – Compensation, not to exceed the allocated hours and costs described below for each work product and deliverable. The County shall pay the Contractor according to the below payment schedule, based on hours worked at an hourly rate of \$200.00. It is anticipated that the work products and deliverables described below shall be completed within the initial two-year term of this Agreement.

SCOPE OF SERVICES

Deliverables	Max Estimated Work Hours	Extended Line-Item Cost (\$200/hr)
LATA Work Product #1		
Internal Implementation Process	200	\$40,000
Needs Assessment	350	\$70,000
Community Digital Assessment Survey	760	\$152,000
Forming a JPA	200	\$40,000
LATA Work Product #2		
Develop Broadband Strategic Plan	250	\$50,000
Competitive Bid Procurement Process	250	\$50,000
Partner Negotiations	250	\$50,000
LATA Work Product #3		
Engineering Design Review	140	\$28,000
Project Management	720	\$144,000
Environmental and Cultural Review	140	\$28,000
	Total Cost	\$652,000

ADDITIONAL SERVICES

At the County’s request, the Contractor shall perform additional services with the County’s expressed written consent, and shall be compensated according to the below schedule, not to exceed the allocated hours and costs described below.

Deliverables	Max Estimated Work Hours	Extended Line-Item Cost (\$200/hr)
Additional Services	350	\$70,000

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and

Exhibit D

volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit D

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.