



City Council Meeting Agenda

Tuesday, March 24, 2026

City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

General order of Business

1. CALL TO ORDER
2. ROLL CALL
3. ITEMS BEFORE 7:00 PM
4. PLEDGE OF ALLEGIANCE
5. REPORT FROM CLOSED SESSION - none
6. SPECIAL PRESENTATIONS
7. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
8. COUNCILMEMBER ANNOUNCEMENTS
9. CONSENT BUSINESS
10. PUBLIC HEARINGS
11. GENERAL BUSINESS
12. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF
13. MATTERS OF INTEREST/CLARIFICATION
14. ADJOURNMENT

City Council

Julia Mates, Mayor
Cathy Jordan, Vice Mayor
Robin Pang-Maganaris, Councilmember
Gina Latimerlo, Councilmember
Tom McCune, Councilmember

Staff

Afshin Oskoui, City Manager
Scott Rennie, City Attorney
Kathy Kleinbaum, Assistant City Manager
Ken Stenquist, Police Chief
Grace Castaneda, Finance Director
Ann Ritzma, Interim Admin Services Director
Carlos deMelo, Community Development Director
Brigitte Shearer, Parks and Recreation Director
Edric Kwan, Public Works Director
Jozi Plut, City Clerk

MEETING ATTENDANCE:

Council meetings, unless otherwise noted, are broadcast live to Belmont residents on

1. Comcast Cable Channel 27
2. Streamed live via the City's website at www.Belmont.gov
3. ZOOM <https://belmont-gov.zoom.us/> Meeting ID: 95745673035
4. Attend the meeting in the Council Chambers, Belmont City Hall 2nd floor

PUBLIC COMMENT:

- Public in the Council Chamber present the Clerk a request to speak slip found at the table at the rear of the chamber.
- If participating virtually use the Raise Hand feature to request to speak.
 - For dial- in comments, call *67 1-(669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number)
 - enter **Meeting ID: 95745673035**, and press *9 to request to speak

All public comments are subject to a **3-minute time limit** unless otherwise determined by the Chair.

To submit a written public comment:

E-mail cclerk@belmont.gov before the Council discusses the item, noting the agenda topic or number in the subject line. Comments received up to three hours before the meeting will be distributed to the Council and included in the record but not read aloud during the meeting..

The Mayor has the authority to rule any speaker out of order, including speakers during the Public Comment period; If the subject raised is not within the subject matter jurisdiction of the City Council, during a public hearing or a general business item if the speaker is not presenting testimony or evidence relevant to the matter or if the speaker becomes disruptive to the proceedings and conduct of the meeting.

The Mayor also has the authority to order any person who willfully interrupts the meeting to be removed. All persons are expected to always conduct themselves with civility and courtesy. All persons giving comments shall speak directly to the Council and address issues, not individuals. Personal attacks, cursing and outbursts from the audience in support or opposition to a speaker are not tolerated to foster an environment where everyone feels welcome to speak.

LEVINE ACT:

The Levine Act (California Government Code Section 84308) limits campaign contributions that may be made to elected or appointed City officials (including councilmembers and the mayor) and certain candidates for elective city offices. The Act prohibits an agent of a party from contributing any amount to councilmember while a proceeding for a contract valued at \$50,000 or more, permit, license, or other entitlement for use is pending that does not solely involve purely ministerial decisions. The Act also prohibits parties and participants in the above entitlement proceedings from contributing more than \$500 during the proceeding and for 12 months after the proceeding and requires disclosure of the prohibited contributions. The Act prohibits certain officials, including local elected officials, from taking part in an entitlement proceeding if the official has received a contribution exceeding \$500 from a party or participant in the proceeding within the preceding 12 months. An official is also prohibited from accepting, soliciting, or directing a contribution exceeding \$500 from a party or participant in the proceeding for 12 months after a final decision is rendered in such a proceeding. The law is complex, and this brief description is not legal advice. If you or an agent have made any campaign contributions to a councilmember in the 12 months before a proceeding in which you have an interest or you are contemplating making a contribution within the 12 months after such a proceeding, you are urged to review the Levine Act and consider consulting an attorney. The California Fair Political Practices Commission (FPPC) is responsible for administering the Levine Act. More information about the Act and its implementing regulations can be found on the FPPC's website here: <https://www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html>

ACCESSIBILITY

If you need assistance to participate in this meeting, please contact the City Clerk at (650) 595-7413. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AGENDA POSTING: I declare a copy of this agenda was posted at City Hall, One Twin Pines Lane, and the City's website www.Belmont.gov Date: _____ Time: _____ /s/:

City of Belmont
City Council Regular Meeting Agenda
March 24, 2026
City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

NOTICE REGARDING MEETING SCHEDULE

The City Council may meet prior to 7:00 PM for Study Sessions, Closed Sessions, or other Special Topics. All other business will commence at 7:00 PM as a time-certain agenda item.

1. CALL TO ORDER

2. ROLL CALL

3. ITEMS BEFORE 7:00 PM

A. CLOSED SESSION - none

B. STUDY SESSION - none

The public will have an opportunity to address the City Council concerning this item.

C. SPECIAL SESSION/OTHER TOPICS - none

ITEMS STARTING AT 7:00 PM

4. PLEDGE OF ALLEGIANCE

5. REPORT FROM CLOSED SESSION - none

6. SPECIAL PRESENTATIONS

A. SamTrans SB 63 Local Investment Plan

Attachments:

[Connect Bay Area Local Investment Plan Presentation](#)

7. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

This portion of the meeting is reserved for persons wishing to address the Body on any City matter not on the agenda. The period for public comment at this point in the agenda is limited to 15 minutes, with a maximum of 3 minutes per speaker. Speakers who requested but did not receive an opportunity to speak during this comment period will be given an opportunity to address the Body later in the meeting. State law prohibits the Body from acting on non-agenda items.

8. COUNCILMEMBER ANNOUNCEMENTS

9. CONSENT BUSINESS

Consent business items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion on these items unless a member or staff request specific items to be removed for separate action. The City Attorney will read the title of ordinances to be adopted.

A. Approval of Minutes

Recommendation: Consider modifications and approve of minutes

Attachments:

[February 10, 2026](#)

[February 18, 2026 Special Meeting](#)

[February 24, 2026](#)

[March 3, 2026 Special Meeting](#)

B. Five-Year Agreement with RingCentral for a Cloud Hosted Phone System

Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute an agreement with RingCentral for a cloud-hosted phone system, in an amount not to exceed \$170,406.43, for a five-year term with the option to renew subscription services annually, and to negotiate and execute amendments as needed to add, modify, or remove licenses.

Attachments:

[Staff Report](#)

[Resolution](#)

[Master Service Agreement](#)

[Quote](#)

C. Adoption of Formal Job Descriptions for Seasonal Recreation Roles and Updates to the City's Master Employee Pay Schedule

Recommendation: Adopt a resolution approving formal job descriptions for the City's seasonal roles in the Parks and Recreation Department's Aquatics and Recreation program areas and updates to the City's Master Employee Pay Schedule.

Attachments:

[Staff Report](#)

[Resolution](#)

[Master Pay Schedule 2026](#)

[Job Descriptions](#)

D. Approval of Joint Use Agreement with Regency Peninsula, LLC

Recommendation: Adopt a Resolution authorizing the City Manager to execute a Joint Use Agreement with Regency Peninsula, LLC for the City's use of select facilities on its campus.

Attachments:

[Staff Report](#)

[Resolution](#)

[Joint Use Agreement - Regents \(NDNU\)](#)

10. PUBLIC HEARINGS

A. Housing Element Annual Progress Report 2025 and Housing Successor Annual Report FY 2024-25

Recommendation: Review the Housing Element Annual Progress Report 2025 and the Housing Successor Annual Report FY 2024-25, and direct staff to transmit the reports to the California Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD).

Attachments:

[Staff Report](#)

[Annual Progress Report FY25](#)

[Successor Annual Report FY25](#)

[Housing Reports Presentation](#)

11. GENERAL BUSINESS

General Business items are considered separately, typically in the order listed. The chair will call for public comment on each item when the body considers the item.

A. Annual Report on Vacancies and Recruitment and Retention Efforts for 2025

Recommendation: Receive report on the City's workforce vacancies, and recruitment and retention efforts in compliance with Assembly Bill 2561. (Gov. Code § 3502.3.)

Attachments:

[Staff Report](#)

[Vacancy Presentation](#)

B. Annual Transportation and Mobility Update

Recommendation: This is an informational item only; no action is required.

Attachments:

[Staff Report](#)

[Annual Transportation & Mobility Update Presentation](#)

12. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

B. Verbal report from City Manager

13. MATTERS OF INTEREST/CLARIFICATION

Items in this category are for discussion and direction to staff only. However, Council/Board may take final action on an item if there is no need for additional staff analysis.

14. ADJOURNMENT

ADA Notice: If you require assistance to participate in this meeting, please contact the City Clerk at (650) 595-7413 in advance so reasonable accommodations can be arranged.

Agenda Materials: Meeting materials are available at www.belmont.gov. Documents distributed to a majority of the City Council, District Board, or Commission regarding agenda items will be available at the City Clerk's Office, One Twin Pines Lane, during normal business hours and at the meeting.



Connect Bay Area Local Investment Plan



Belmont
March 24, 2026

Agenda

- SamTrans Snapshot
- Key Issue
- Connect Bay Area Measure
- Transportation Funding in San Mateo County
- SamTrans Financial Outlook
- Local Investment Plan
- Take the Survey and Spread the Word

SamTrans Snapshot

- **Established in 1976 – Celebrating 50 Years!**

- San Mateo County, parts of San Francisco, City of Palo Alto
- 315 buses serving 76 bus routes, 10 million annual boardings
- Other services: Redi-Wheels and RediCoast paratransit, Ride Plus on-demand rideshare (two zones), shuttles
- School-oriented bus service

- **Rider Profile**

- 94% low income (68% extremely low income) based on SMC affordable housing metrics
- Lowest household income among major Bay Area transit agencies
- 40% speak a language other than English at home
- Nearly 80% do not drive/own a car
- 98.8% of pre-pandemic ridership

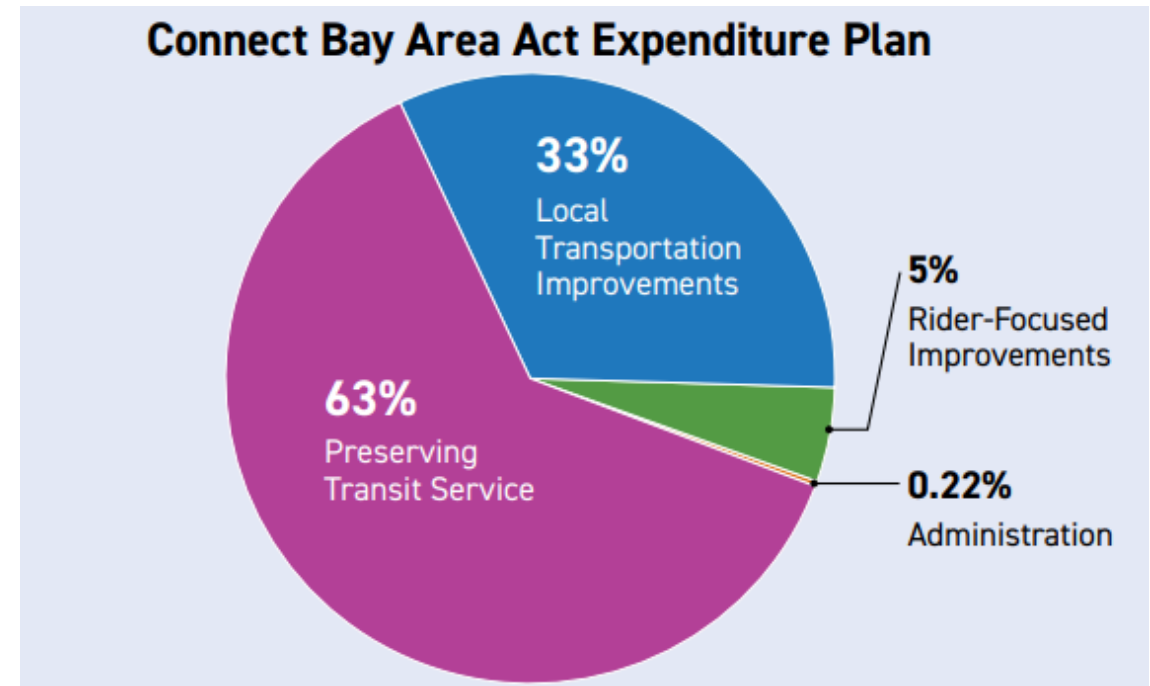


Key Issue

- Caltrain, BART, SFMTA, and AC Transit are facing deficits as post-pandemic fare revenue lags and operating costs rise
- Despite ridership gains and cost efficiency measures, expenses are outpacing revenues
- Federal and state support has declined
- Need for a stable, predictable source of funds to keep these agencies going

Connect Bay Area Measure

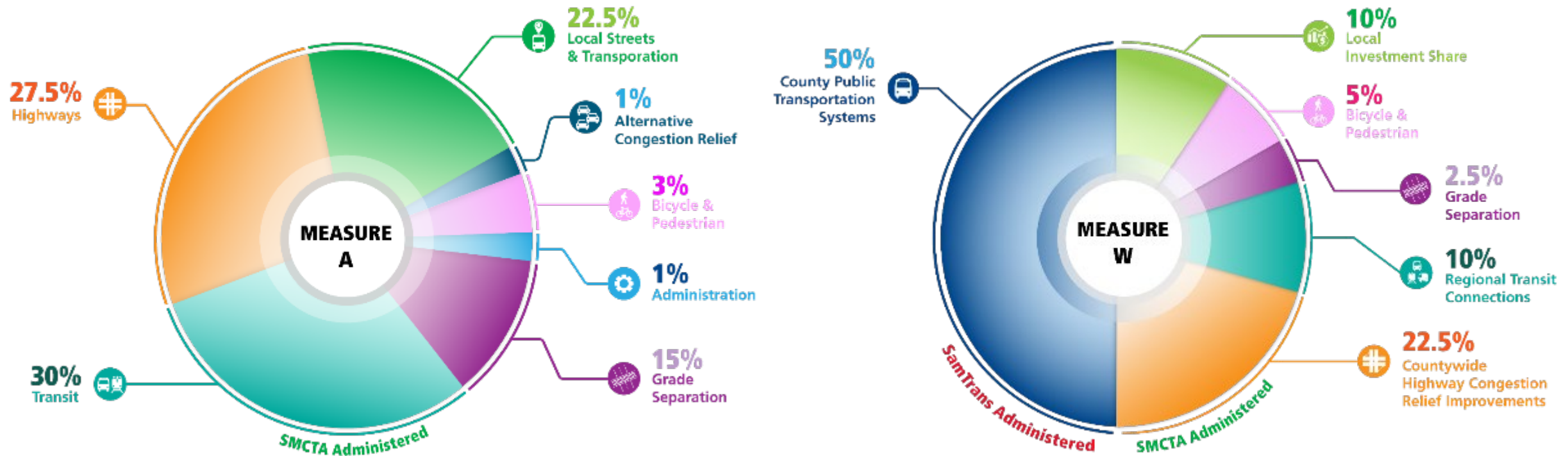
- 14-year, 1/2 cent sales tax in 4 counties (San Mateo, Santa Clara, Alameda, Contra Costa), full cent in San Francisco
- Would generate approx. \$980 million annually
- Includes accountability and oversight provisions
- 24% of SMC sales tax to Caltrain, 27% to BART, 7% to Muni, 37% SamTrans Local Investment Plan



Connect Bay Area Measure – San Mateo County

- Approximately \$50M annually for 14 years for public transit in San Mateo County; Total = \$700M
- Funds may be used for:
 - Public transit operations and capital
 - Public transit components of larger capital projects
 - Targeted pavement repairs on local roads served by fixed-route transit

Transportation Funding in SMC

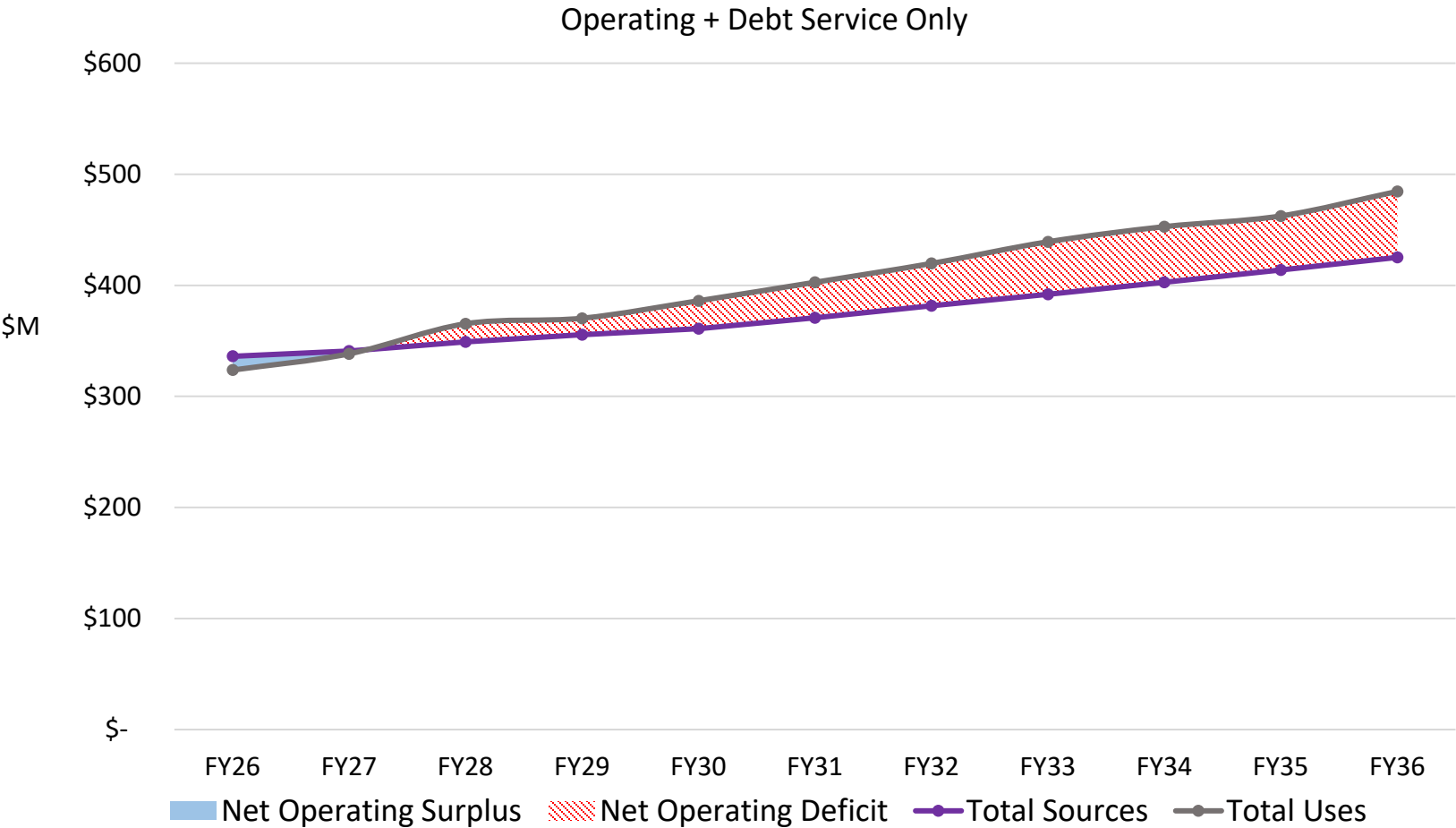


Measure A generates approximately **\$120 million** annually. **Measure W** generates approximately **\$60 million** annually for SamTrans local transit and **\$60 million** annually for SMCTA to allocate for broader transportation improvements and operations throughout the county.

SamTrans Financial Outlook

FY26-FY36 Operating Outlook (assumes zero new tax revenue)

- **Operating deficit projected to begin in FY28**
- Average annual deficit over next 10 years of nearly \$30M
- Increased labor, energy, and contracted services costs
- Cost saving measures
 - No new positions approved, reducing consultant use
 - Cuts across all discretionary spending



Local Investment Plan: Your Input Matters!

- SamTrans' Local Investment Plan will be informed by:
 - San Mateo County Transit District Strategic Plan and Capital Improvement Plan (CIP)
 - SamTrans Board of Directors
 - Stakeholder and Agency Advisory Group meetings
 - City Council presentations
 - Public outreach
- Goal is to have a Board-adopted plan in June 2026



Local Investment Plan

	Feb	Mar	Apr	May	Jun
Stakeholder and Agency Advisory Group Meetings: February – April, May (if needed)					
Public Communications Effort: March – May					
City Council and other presentations: March – May					
Board Information Item: May 6					
Board Action Item: June 3					

Approximately 10 weeks for public engagement

Local Investment Plan Categories



Improve transit routes to reduce traffic on the most heavily traveled corridors



Continue free and reduced fare programs for seniors, students, and people with disabilities



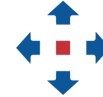
Protect transit infrastructure against sea-level rise, flooding, and extreme weather



Increase safety, cleanliness, and accessibility at bus stops



Enhance bus service to be more efficient, faster, and more reliable



Expand access to transit for communities that are currently underserved



Make repairs and upgrades to aging paratransit vehicles to ensure reliable service



Reduce greenhouse gas emissions and improve air quality by transitioning to zero-emission buses



Repair potholes and fix streets along bus routes



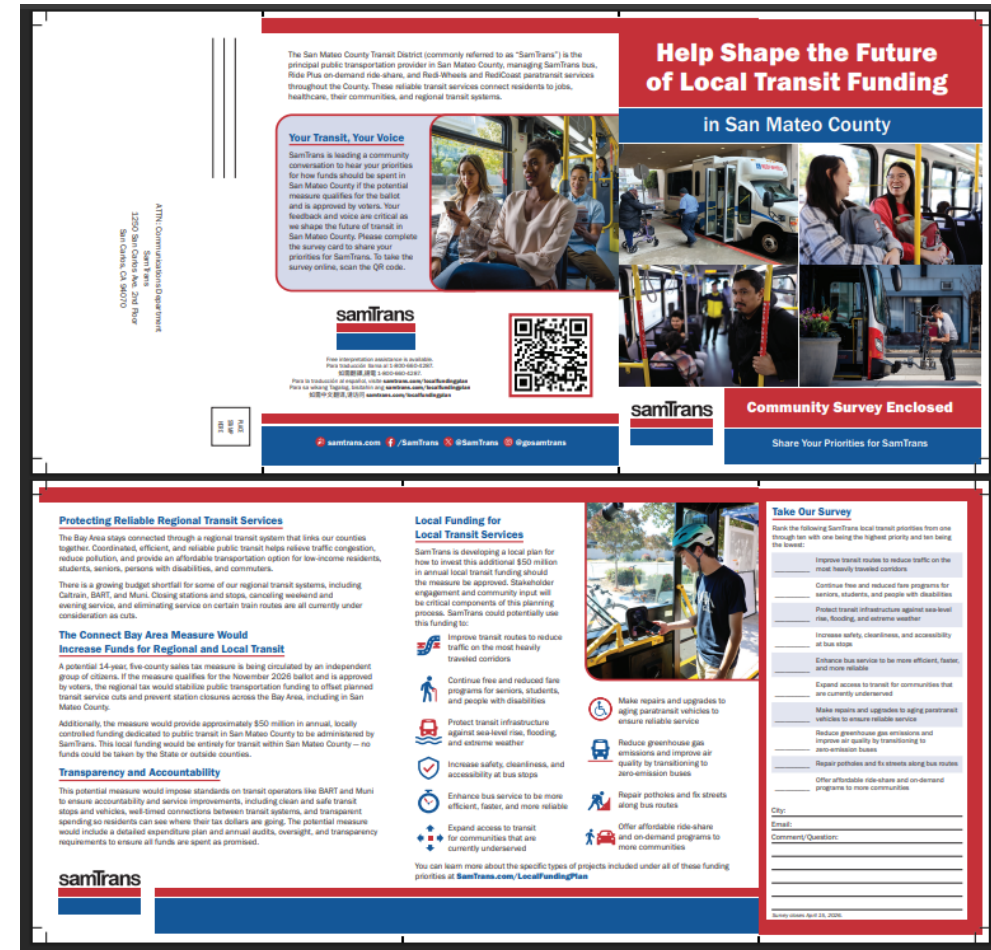
Offer affordable ride-share and on-demand programs to more communities

Take the Survey and Spread the Word!

Visit

<https://www.samtrans.com/projects/LocalFundingPlan>

- Multilingual **online survey** + printable mail-return version
- Multilingual **fact sheets**
- **Social media** toolkit
- Translations in Spanish, Simplified Chinese, Tagalog
- Additional support and language assistance available at 1-800-660-4287



Questions/Comments?

Contact us!

LocalFundingPlan@SamTrans.com



CITY COUNCIL REGULAR MEETING MINUTES

City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

February 10, 2026

1. CALL TO ORDER 7:00 PM

Roll Call

COUNCILMEMBERS PRESENT: Latimerlo, McCune, Jordan, Pang-Maganaris, Mates

COUNCILMEMBERS ABSENT: None

2. ITEMS BEFORE 7:00 PM - None

A. CLOSED SESSION

B. STUDY SESSION

C. SPECIAL SESSION/OTHER TOPICS

3. ITEMS BEFORE 7:00 PM - None

4. PLEDGE OF ALLEGIANCE

Led by Mayor Mates

5. REPORT FROM CLOSED SESSION – None

6. SPECIAL PRESENTATIONS

A. Proclamation Observing February 2026 as Black History Month

Mayor Mates read the proclamation and presented it to Jackee Bruno, Belmont resident and dean of students at Nueva School

B. Central El Camino Real Multimodal Plan Update

Presentation and update from SamTrans

7. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Comments received from Elie Abinader, Jay Beard, Giuliano Carlini, Max Rheinhardt, Chris Lu.

8. COUNCILMEMBER ANNOUNCEMENTS

Councilmembers provided information on upcoming events.

9. CONSENT BUSINESS

A. **Approval of Minutes** January 27, 2026 - February 4, 2026.

B. **Resolution 2026-05** accepting the Development Public Improvements as completed and complying with city approved plans, authorizing the release of improvement bond, and accept a maintenance and warranty bond for the 177 units apartment at 815 Old County Road.

ACTION: On a motion made by Councilmember Pang-Maganaris and seconded by Councilmember McCune the consent calendar was approved by a roll call vote (5-0).

10. PUBLIC HEARING

A. Charles Armstrong School Expansion Project

Assistant Planner Ruiz provided an overview of the project and related Planning Commission recommendation. He outlined a resolution detailing the approval of a Detailed Development Plan, Conditional Use Permit, Design Review, Grading Plan & Permit, and Tree Removal Permit for the Project and finding the Project exempt under CEQA Guideline 15314.

Neil Tuch, Charles Armstrong School provided the applicant presentation.

Mayor Mates opened the public hearing.

The following individuals came forward to speak: Ashley Sullivan, Russ Sullivan, Tiffany, Karen Shane, Hayword Fill, Heather, Don, Julianna, Diane, William Dividarich, JJ, Charles Stone, Peter, Guiliano, Danna, Lyn Murphy, Jeff, Rai Han S., Richard Hughes, Julie Hughes, John, Rob.

Additional written public comments were received after the posting of the agenda.

Council deliberation ensued.

ACTION: On a motion made by Councilmember Pang Maganaris and seconded by Councilmember Latimerlo, the City Council introduced an ordinance approving an amendment to the Conceptual Development Plan for the School by a roll call vote 5-0.

11. GENERAL BUSINESS – None

12. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

Councilmembers reported on their assignments.

B. Verbal report from City Manager

City Manager Oskoui highlighted open applications for Happy Hydrants Art Painting. He announced the SMC Fire and American Red Cross campaign for free installation of smoke alarms.

13. MATTERS OF INTEREST/CLARIFICATION -None

14. ADJOURNMENT at 10:10 pm in memory of Lillian McCune-mother of Councilmember Tom McCune.

**Submitted by,
Mara Perez, Deputy City Clerk**

DRAFT

CITY COUNCIL SPECIAL MEETING MINUTES (COMMISSION INTERVIEWS)

Meeting was conducted via ZOOM.

Wednesday, February 18, 2026

CALL TO ORDER: 6:30 PM

ROLL CALL

COUNCILMEMBERS PRESENT: Pang-Maganaris, Jordan, Mates

COUNCILMEMBERS ABSENT: McCune, Latimerlo

1. ITEMS OF BUSINESS

A. Commission Interviews

The Council conducted a Planning Commission applicant interview and deliberated regarding the appointment process and potential appointments to be considered at the February 24 regular City Council meeting.

No formal action was taken.

2. ADJOURNMENT at 7:15 PM

**Submitted by,
Mara Perez, Deputy City Clerk**

CITY OF BELMONT CITY COUNCIL REGULAR MEETING MINUTES

City Council Chambers City Hall, One Twin Pines Lane, Belmont, California

February 24, 2026

1. CALL TO ORDER 7:00 p.m.

2. ROLL CALL

COUNCILMEMBERS PRESENT: Pang-Maganaris, Latimerlo, McCune, Jordan, Mates

COUNCILMEMBERS ABSENT: None

3. ITEMS BEFORE 7:00 PM - none

A. CLOSED SESSION

B. STUDY SESSION

C. SPECIAL SESSION/OTHER TOPICS

ITEMS STARTING AT 7:00 PM

4. PLEDGE OF ALLEGIANCE

Led by Mayor Mates.

5. REPORT FROM CLOSED SESSION - none

6. SPECIAL PRESENTATIONS - none

7. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Michael Stagnaro provided comments on traffic at the intersection of Carlmont and Alameda de las Pulgas.

Guliano Carlini provided comments on bicycle infrastructure.

Achyut Shnestha provided comments regarding the City's permitting process.

8. COUNCILMEMBER ANNOUNCEMENTS

Councilmembers provided information on upcoming community events.

9. CONSENT BUSINESS

A. Monthly Financial Reports - December 2025

B. Fiscal Year 2026-27 Budget Calendar

C. Authorization to Negotiate and execute a task order with ICF for an amount not to exceed \$299,908, for a Program Environmental Impact Report; and amend the existing task order with Good City Company to increase the contract amount by \$15,850, for a total not-to-exceed amount of \$87,127.

D. Resolution 2026-06 approving A Conditional Use Permit, Detailed Development Plan, Design Review, Grading Plan And Permit, Tree Removal Permit And CEQA Exemption For The Charles Armstrong School For Property Located At 1405 Solana Drive (Assessor's Parcel Number 045-122-190) (Appl. No. Pa2024-0050) **Ordinance 2026-1193** amending the Conceptual Development Plan for Charles Armstrong School At 1405 Solana Drive to allow for expansion of the school

- E. Authorizing the City Manager to negotiate and execute Amendment #1 to Task Order #2 with CSG Consultants, Inc. for Building Plan Review Services to authorize an additional \$200,000 expenditure for Fiscal Year 25-26 to increase the total authorized contract amount to \$620,000.

ACTION: On a motion made by Councilmember Pang-Maganaris and seconded by Councilmember McCune the consent business was approved by a roll call vote (5-0).

10. PUBLIC HEARINGS

A. 1301 Shoreway Road Commercial Development Project

Community Development Deputy Director Russell, Christopher Dacumos and Danae Hall, Four Corners City Consultant provided the project background and overview of the requested Council actions including review of a resolution Adopting the CEQA Findings of Fact, Certifying the Environmental Impact Report and Adopting the Mitigation Monitoring and Reporting Program and a Resolution approving the Detailed Development Plan, Conditional Use Permit, Design Review, Grading Plan and Permit, and Tree Removal Permit.

Mayor Mates opened the public hearing

Public comment provided by Guliano Carlini.

Mayor Mates closed the public hearing.

Council deliberation ensued. Council concurred with staff recommendations.

ACTION: On a motion made by Councilmember Latimerlo and seconded by Councilmember McCune an Ordinance Rezoning 1301 Shoreway Road from Regional Commercial (RC) to Planned Unit Development (PD) and related Zoning Map Amendment; approving the Conceptual Development Plan; and approving the Development Agreement was introduced by a roll call vote (5-0).

B. Approval of the disposition of the City-owned properties at 730 El Camino Real and 1000 O'Neill Avenue

Housing and Economic Development Manager: Liebermann provided a report requesting Council approval for the disposition of the City-owned properties at 730 El Camino Real and 1000 O'Neill Avenue

Mayor Mates opened the public hearing

Public comment provided by Andy Frisch, Kainos on the 730 El Camino Real property.

Mayor Mates closed the public hearing.

Council Deliberation ensued.

ACTION: on a motion made by Councilmember Latimerlo and and seconded by Councilmember Pang-Maganaris **Resolution 2026-07** making certain findings under Public Health and Safety Code

Section 33433 for disposition of public property located at 730 El Camino Real and authorizing the City Manager to negotiate and execute a purchase and sale agreement, regulatory agreement and declaration of restrictive covenants, and related documents to transfer 730 El Camino Real to Kainos Home and Training Center for the Developmentally Disabled for the purchase price of \$1 with covenants restricting the use of the property to a residential supported living group home serving lower-income households;

and **Resolution 2026-08** making certain findings under Public Health and Safety Code Section 33433 for disposition of public property located 1000 O'Neill Avenue, adopt a Replacement Housing Plan for the loss of the two affordable units at 1000 O'Neill Avenue, authorize the City Manager to negotiate and execute a real estate broker/listing agreement with AMID Investments, Inc. for the marketing and sale of 1000 O'Neill Avenue, and authorize the City Manager to approve the sale of the property at fair market value, including the negotiation and execution of all agreements and documents necessary to complete the sale of the property were reproved by a roll call vote (5-0).

11. GENERAL BUSINESS

A Report on Mid-Year Financial Results as of December 31, 2025

Concurrent item with BSCPD, separate actions taken, see BFPD minutes for action.

Finance Director Castaneda provided an executive summary of the budget, highlighting the State's takeaway of key revenue sources, including Vehicle License Fee (VLF) revenues. She discussed the impacts of a slowdown in development activity, noting that while 100% affordable housing projects support the City's housing goals, they do not generate the same level of property tax revenue. She emphasized that maintaining City services and infrastructure remains a priority and provided Council with the City's financial results and forecast.

Recess: at 7:35 pm for technical issues

Reconvene: 7:40 pm

Council deliberation ensued.

Public comment received from Dominic Char.

ACTION: on a motion made by Vice Mayor Jordan and seconded by Councilmember Pang-Maganaris **Resolution 2026-09** amending the fiscal year 2025-26 budget by approving revisions to revenue and authorizing supplemental appropriations adopt a **Resolution 2026-10** updating the Belmont investment policy was approved by a roll call vote (5-0).

B. Appointment to City Commissions

City Clerk Plut introduced the item and noted that the Council should consider making appointments to the Planning Commission and Parks, Recreation and Culture Commission following a recent recruitment process. She noted that Council conducted

interviews of all applicants and recommended that the Council appoint at least one resident to the Planning Commission and at least two members, including voting and non-voting positions, to the Parks, Recreation and Culture Commission.

Council deliberation ensued.

ACTION: On a motion made by Councilmember McCune and seconded by Councilmember Pang-Maganaris the following individuals were appointed to the commission by a roll call vote (5-0).

Planning commission:

Joanne Adamkewicz – 2 year term ending in 2028

Cherry Twigg – 2 year term ending in 2028

Brent Takahashi – 3 year term ending in 2029

Parks Recreation and Culture Commission:

Bubby Whitmore – 3year term ending in 2029

Hetal Vasavada – 3 year term ending in 2029

Non-Voting:

Shivitha Sathyanarayanan – 1 year term ending 2027

Arielle Hallinan – 1 year term ending 2027

12. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

Councilmembers reported on their assignments.

B. Verbal report from City Manager

City Manager Oskoui reported that a new residential development project application has been submitted for the property located at 2 Davis Drive.

13. MATTERS OF INTEREST/CLARIFICATION

14. ADJOURNMENT at 9:58 PM.

Submitted by,
Jozi Plut, City Clerk

City of Belmont City Council Special Meeting Agenda
Sports Complex, 550 Island Parkway, Belmont CA 94002

March 3, 2026

1. CALL TO ORDER 9:13 AM

2. ROLL CALL

COUNCILMEMBERS PRESENT: McCune, Latimerlo, Pang-Maganaris, Jordan, Mates

COUNCILMEMBERS ABSENT: None

Members of the Senior Management Team as well as Second in Commands were also present

3. GENERAL BUSINESS

A. FY 2026-27 Strategic Planning Workshop and Council Recess Dates

City department staff provided brief updates on the status of key strategic initiatives and facilitated discussion with Council regarding implementation of the Strategic Plan and departmental work plan priorities for Fiscal Year 2026–2027. Council did not identify any new priorities for the upcoming fiscal year.

Council reviewed the proposed City Council meeting schedule for the remainder of calendar year 2026, the City Council Protocols and Code of Conduct, and received information regarding implementation of SB 707 and SB 827 requirements.

ACTION: On a motion made by Councilmember Pang-Maganaris and seconded by Councilmember McCune the August 11 and 25 and December 26, 2026 meeting dates were cancelled for summer and holiday recess.

4. ADJOURNMENT at 1:00 PM.

This meeting was not streamed or recorded.

**Submitted by,
Jozi Plut, City Clerk**



STAFF REPORT

Meeting Date: March 24, 2026
Agency: City of Belmont
Staff Contact: Jason Eggers, IT Manager, jeggers@belmont.gov
Agenda Title: Five-Year Agreement with RingCentral for a Cloud Hosted Phone System
Agenda Action: Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute an agreement with RingCentral for a cloud-hosted phone system, in an amount not to exceed \$170,406.43, for a five-year term with the option to renew subscription services annually, and to negotiate and execute amendments as needed to add, modify, or remove licenses.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The City requires a reliable and robust communications platform to deliver high-quality customer service to the public and effectively support its operational objectives. The City's current phone system, ShoreTel, was implemented in 2014. In 2017, ShoreTel was acquired by Mitel. In 2022, Mitel announced the end-of-life of the ShoreTel/MiVoice Connect system, originally indicating support would continue through 2029. However, in 2025 Mitel accelerated the support timeline and moved the end-of-support date to December 31, 2025. As a result of this change, the City's system is no longer receiving operating system updates, patches, or security updates.

Analysis

The change in support created an urgent need for the City to identify and implement a replacement phone system that meets current operational needs. IT staff conducted interviews with City departments to gather requirements and identify desired features, which informed the development of a comprehensive set of criteria and functional requirements for a new system. In addition, staff consulted with peer local agencies that have recently transitioned away from the ShoreTel system to evaluate how alternative solutions are performing in similarly sized organizations.

Based on this research, several vendors were identified and invited to demonstrate their solutions. Following these demonstrations and further evaluation, staff recommends the RingCentral platform. The Ring Central pricing and contract are part of a competitively solicited, publicly awarded cooperative contract for local government agencies.

RingCentral offers three license tiers: DigitalLine Unlimited Advanced, DigitalLine Basic, and Additional Local Number. The Unlimited Advanced plan includes all features and functionality requested by staff,



including voicemail, SMS messaging, and fax capability.

The current phone system is \$4,529 per month and new phone system will be billed on a monthly basis at a cost of \$2,592.47 for a five-year term. The total cost of the five-year agreement with RingCentral is \$170,406.43.

Type of Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Subscription	\$31,109.64	\$31,109.64	\$31,109.64	\$31,109.64	\$31,109.64
One-time Charges	\$14,858.23	\$0	\$0	\$0	\$0
TOTAL					\$170,406.43

Alternatives

1. Take no action.
2. Return to staff for further solution development.

Attachments

- A. Resolution
- B. Ring Central Proposed Quote
- C. Ring Central Master Services Agreement

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

Funding for monthly charges in the current fiscal year and one-time charges for the replacement telephones has been secured in the Information Technology division (Account# 573-1-301-8532) and Equipment Replacement Fund (Account# 573-0-000-9040). Funding for subsequent monthly charges in the agreement will be incorporated as part of the annual budget development process and will be contingent on Council appropriation.

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR AGREEMENT WITH RINGCENTRAL FOR A CLOUD HOSTED PHONE SYSTEM IN THE AMOUNT OF \$170,406.43 WITH THE OPTION TO RENEW SUBSCRIPTION SERVICES ANNUALLY; EXECUTE AMENDMENTS TO ADD, CHANGE, OR REMOVE LICENSES WITH RINGCENTRAL AS NEEDED.

WHEREAS, the City of Belmont requires a robust communication platform to provide excellent customer service to the public and achieve the City's goals; and; and,

WHEREAS, the City's current ShoreTel phone system has reach end-of-life and is no longer supported; and,

WHEREAS, after a thorough review of viable alternative solutions, RingCentral was selected to replace the existing ShoreTel phone system;.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to negotiate and execute a five-year purchasing agreement for a cloud-hosted phone system from RingCentral for an amount not to exceed \$170,406.43 with the option to renew subscription services annually; execute amendments to add, change, or remove licenses with RingCentral as needed.

* * *

ADOPTED March 24, 2026 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with its Attachments, the “Agreement”) between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, (“RingCentral”), and <<Customer Name>>, a company organized and existing under the Laws of _____ and having its registered office at _____ (“Customer”) is effective as of the last date of signature below (“Effective Date”). RingCentral and Customer may be individually referred to as a “Party” or collectively as the “Parties.”

BACKGROUND

- A. RingCentral is a provider of cloud-based unified communications and collaboration services, including voice, online meeting, video conferencing, contact center and related services, applications and product integrations.
- B. Customer wants to receive certain RingCentral services and products as the Parties may agree in writing from time to time, described more fully in the relevant Attachments.
- C. This Agreement sets forth the terms and conditions under which RingCentral will provide such services and products to Customer.

The Parties agree as follows:

1. Definitions

Capitalized terms not defined have the meaning given to them in Exhibit A.

2. Ordering and Term

A. Ordering Services

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Attachments

The Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the parties, are incorporated into and form a part of this Agreement.

- ☒ Exhibit A – Definitions
- ☒ Service Attachment A – RingCentral Office
- ☒ Service Attachment B – Professional Services Agreement
- ☒ Service Attachment C – RingCentral Contact Center Services
- ☒ Service Attachment D - CloudConnect
- ☒ Attachment E – Service Level Agreement for Office Services
- ☒ Attachment F – Service Level Agreement for Contact Center Services
- ☒ Attachment G – Service Level Agreement for Support Services

- ☒ Attachment H – Business Associate Agreement
- ☒ Attachment I – Security Addendum
- ☒ Attachment J – RingCentral Online Terms

C. Equipment

Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

- (i) Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>
- (ii) Rental: <https://www.ringcentral.com/legal/lease-rental.html>

D. Term of this Agreement.

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

E. Services Term

The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“Initial Term”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods of the same length as the Initial Term (each a “Renewal Term”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

A. Prices and Charges.

All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days’ written notice.

Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Billing and Payment

Billing statements will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit

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card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made.

D. Billing Disputes

If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

A. General Terms

RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

B. Customer Care

- i.** Customer must provide all first-tier support to Customer's End Users. RingCentral may require Customer's Helpdesk support personnel to complete a series of training courses on RingCentral's Services. Such training will be provided online by RingCentral at no cost.
- ii.** RingCentral will make second-tier remote support available to Customer's Helpdesk personnel and/or Account Administrators via RingCentral Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Onsite and implementation services are not included in the RingCentral Customer Care support.
- iii.** Customer may open a case with RingCentral Customer Care at <http://support.ringcentral.com>. Any individual contacting Customer Care on

behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow RingCentral's authentication protocol.

C. Professional Services

RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

D. Subcontracting

RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

E. Limitations

RingCentral may access your Account and related data as required to provide the Services.

5. Use of the Service

A. Service Requirements

The Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. Use Policies

Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of RingCentral's service by others or with the operation of the RingCentral Network. Customer may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement.

RingCentral may update the Use Policies from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

i. Acceptable Use Policy

The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>.

Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably

necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact RingCentral Support in advance to avoid any Service disruption.

ii. Emergency Services

RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.

iii. Numbering Policies

The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

A. Termination for Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

In the event that RingCentral notifies Customer of a modification to any Use Policy made pursuant to this Agreement, that has a material adverse effect on Customer's use of the Services and is not required by Law, the Customer may object to the modification by sending written notice to RingCentral within thirty (30) days from the date such modification is notified. In that case, the Parties shall work in good faith to find a mutually agreeable solution. If after negotiating in good faith the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with a thirty (30) days written notice to RingCentral. Any use of the Services after the effective date of such modification will be deemed Customer's acceptance of the change.

B. Effect of Termination

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as set forth in Section 14((Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such

termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

1. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
2. Customer will not, and will not allow its End Users, to:
 - a) Sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity;
 - b) modify, adapt or create derivative works of the Software or any associated documentation;
 - c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
 - d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use;
 - e) create any competing Software or Services; or
 - f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

i. RingCentral's Rights

Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services, any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

ii. Customer Rights

As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any

third-party IP rights.

C. Use of Marks

Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party

During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

A. Data Privacy

RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with the Privacy Notice, which can be found at <https://www.ringcentral.com/legal/privacy-notice.html>. RingCentral may update the Privacy Notice from time to time and will provide notice of such update to Customer at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. Data Security

RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification.

Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. Software Changes

RingCentral may from time to time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitation of Liability

A. Excluded Damages.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (2) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (3) LOSS OF USE, LOSS OR CORRUPTION OF DATA; OR (4) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NEITHER PARTY WILL BE LIABLE FOR ACTIONS REASONABLY TAKEN TO COMPLY WITH LAW.

B. Direct Damages.

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (DIRECT DAMAGES) WILL NOT APPLY TO: I) CUSTOMER PAYMENT OBLIGATIONS; II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; OR IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY.

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

C. Survival.

The limitations of liability contained in this Section 10 (Limitation of Liability) will survive termination or expiration of this Agreement and apply in any and all circumstances (except as expressly set forth above), including without limitation in the event of any failure of the

essential purpose of any limited warranty or available remedy provided herein.

11. Indemnification

A. Indemnification by RingCentral

i) RingCentral agrees to indemnify, defend, and hold harmless the Customer at RingCentral's expense, from and against any and all third-party claims or causes of action, ("Third Party Claim") alleging that the Services as provided by RingCentral infringe or misappropriate the patent, copyright, trademark or trade secret rights of a third party. Further, RingCentral will indemnify and hold harmless the Customer from all damages, reasonable costs and attorneys' fees finally awarded against the Customer by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by RingCentral.

ii) RingCentral will have no indemnification obligations under subsection (i) above if the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided by or on behalf of RingCentral, provided free of charge, (e) breach of the Agreement or misuse of the Services, or (f) a Third Party Claim by Customer's Affiliate, successor, or assignee.

iii) If such a claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement, in its entirety or with respect to the affected Service, component or part, effective immediately on written notice to Customer in which case Customer will not owe any fees or charges for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees for the terminated Services.

RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer

Customer agrees to indemnify and defend RingCentral and its Affiliates at Customer's expense, from and against any and all Third Party Claims, arising out of or in connection with: i) material violation of applicable Law by the Customer or its End Users in connection with the use of the Services; ii) use of the Services in a manner not authorized by this Agreement; iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided by or on behalf of RingCentral, or iv) claims relating to Customer Content. Further, Customer will indemnify and hold harmless RingCentral against all damages, costs, and attorneys' fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by the Customer.

C. Defense and Indemnification Procedures

Any Party seeking defense or indemnification (the "Indemnified Party") must provide the Party from which it seeks such indemnification or defense (the "Indemnifying Party") with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the

defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim.

12. Warranties

A. RingCentral Warranty

RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer.

B. Customer Warranty

Customer's and its End Users' use of the Services must at all times comply with all applicable Laws and this Agreement.

C. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

A. Good Faith Attempt to Settle Disputes

In the event of any dispute or claim arising out of or relating to the Agreement (a "Dispute"), each Party will appoint a duly authorized representative which will confer before either Party brings legal action, to make a reasonable and good faith effort to settle or otherwise resolve such Dispute.

B. Venue

In the event that the Parties are unable to resolve a Dispute, any related action, lawsuit, or proceeding must be brought in and adjudicated exclusively by state or federal courts located in the city and county of San Francisco, California, United States of America. Each Party hereby consents to and agrees to submit to the exclusive venue and personal jurisdiction of such courts with respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert that either forum is not convenient or that any such courts lack jurisdiction.

C. Equitable Relief

Any breach of either Party's IP Rights will cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

D. Limitations

Except for actions for nonpayment or liability arising from Section 10 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

A. Relationship of the Parties

RingCentral and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

B. Assignment

Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

C. Notices

Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: to RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

D. Force Majeure

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including

without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

E. Third-Party Beneficiaries

RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

F. Headings, Interpretation

The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

G. Governing Law

The Agreement is governed by the Laws of the State of California, excluding its choice of Law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

H. Anti-Bribery

Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar applicable Laws.

I. Export Control

Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

J. Regulatory and Legal Changes

In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

K. Entire Agreement

The Agreement, together with any exhibits, Order Forms, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

L. Order of Precedence

In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form; (ii) the applicable Service Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Privacy Notice incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services.

M. Amendments

Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

N. Severability and Waiver

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

O. Publicity

Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

P. Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

Q. Counterparts

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

R. Survival

The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

IN WITNESS WHEREOF, the Parties have executed this Agreement below through their duly authorized representatives.

Customer

RingCentral

<<Customer Name>>

RingCentral, Inc.

By:

By:

Name:_____

Name: _____

Title:_____

Title: _____

Date:_____

Date: _____

EXHIBIT A

DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and **“control”** means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment (s)”** means documents appended to the contract containing additional terms for products and Services. Attachments are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.
10. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
11. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.
12. **“Dispute”** has the meaning set forth in Section 13(A) (Good Faith Attempt to Settle Disputes).
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including

- clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors and agents.
 16. **“Helpdesk”** means first-tier support provided to End Users by Customer.
 17. **“Indemnifying Party” and “Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
 18. **“Initial Term”** has the meaning set forth in Section 2(E) (Services Term).
 19. **“Intellectual Property Rights” or “IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
 20. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
 21. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
 22. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.
 23. **“Renewal Term”** has the meaning set forth in Section 2(E) (Services Term).
 24. **“RingCentral Customer Care”** means RingCentral’s Customer support operations, available at <http://support.ringcentral.com>.
 25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
 26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
 27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
 28. **“Taxes”** means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
 29. **“Term”** means the Initial Term plus any Renewal Terms.

30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (UsePolicies).

SERVICE ATTACHMENT A

Service Attachment – RingCentral Office Services

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Office Services to Customer.

1. Service Overview

RingCentral Office is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications.

RingCentral Office includes

- VoiceServices, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- RingCentral Meetings, a video and audio conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovative tools

RingCentral Office Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. Office Purchase Plans

A. Tiers of Service

RingCentral Office is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>.

While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles

Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently

effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

3. N11 and other Calling

Operator Assisted Calling, 311, 511 and other N11 Calling. RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling in one or more service areas. Additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “Directory Listing Service”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“Listing Information”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

Opt Out. Customer may opt out of the Directory Listing Service at any time, however RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.

No Liability. RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. RingCentral Global Office

RingCentral Global Office provides a single communications system to companies that have

offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>.

This section sets forth additional terms and conditions concerning RingCentral's Global Office for customers that subscribe to it.

A. Emergency Service Limitations for Global Office

RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global Office countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global Office Provided Only in Connection with Home Country Service.

RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global Office Service in English; additional language support may be provided at RingCentral's sole discretion.

C. Relationships with Local Providers.

In connection with the provision of RingCentral Global Office Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global Office telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services.

RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed. RingCentral, Inc., is
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responsible for all contracting, billing, and customer care related to those services.

6. Definitions

Definitions. Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

1. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
2. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
3. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
4. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
5. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.

Attachment B

SERVICE ATTACHMENT – RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the “**PS Agreement**”), such provisions of this PS Agreement will prevail.

1. Service Overview

RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“**Professional Services**”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“**Statement of Work**” or “**SOW**”).

2. Project Phases

The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Sites, fees and other components that are included in the scope of each phase (“**Project Phase**”). The Professional Services may also be provided on a time and material basis (“**T&M Services**”) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

3. Customer Sites and Site Visits

In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (“**Site(s)**”), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate “**Site Visit**”. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
- b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can found at: https://support.ringcentral.com/s/article/9233?language=en_US.
- c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer’s systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need

for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.

- d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
- i. the first and last name, extension number, and email address for delivery of message notification emails of each User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service's bulk configuration utility);
 - ii. written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows; and
 - iii. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

4. Late Site Visit Change.

The Parties acknowledge and agree that Customer's cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a "**Late Site Visit Change**") will cause RingCentral to incur in expenses and losses (including without limitation RingCentral's costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral's then-current T&M Services hourly rate (set at \$200/hr), as well as any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

5. Professional Services Acceptance

Each SOW will identify the specific criteria required for the completion of each Project Phase ("**Completion Criteria**"). Unless otherwise agreed between the parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form ("**PCF**") for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following ("**Acceptance**"):

- a. Customer executes the PCF.
- b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its

reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, the Project Phase will be deemed to have been Accepted.

- c. **Production Use:** Unless otherwise agreed in writing between the parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. **T&M Services.** Acceptance for T&M Services, if applicable and used in a SOW, is deemed accepted upon performance.

6. Payment

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("**Service Expenses**"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
 - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at RingCentral's then-current T&M Services hourly rate, set at \$200/hr.

7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

8. Term and Termination

- a. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result

in the termination of, or otherwise affect, any other SOW or Project Phase.

- c. Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
- i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
 - ii. all applicable Service Expenses incurred; and
 - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution. If termination occurs after one hundred and eighty (180) days of execution, Customer shall owe all outstanding fees for any Professional Services not yet performed, due under the Project Phase being cancelled.
- d. Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.

SERVICE ATTACHMENT C

Service Attachment – RingCentral Contact Center Services

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Contact Center Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

RingCentral Contact Center Services is a contact center solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing During the Ramp-Up Period.

During the Ramp-Up Period You shall be billed for the Usage and for the Contact Center Services based on the number of Seats activated on Your account. Notwithstanding the above, You shall not be billed for any Usage or Contact Center Services for Seats activated for use by RingCentral or its subcontractors, for the configuration and implementation of Your Contact Center Services. During the Ramp-Up Period, Your Contact Center Services will be limited to five (5) ports. After the Ramp-Up Period, or when total number of CC Contract Seats are activated, whichever happens first, the number of ports will be raised to the contracted amount.

B. Billing After Ramp-Up Period.

Starting immediately after the end of the Ramp-Up Period and until the end of the Term, or when the total number of CC Contract Seats are activated, whichever happens first, You agree to pay for: i) the Contact Center Services fees for at least the number of Seats set forth in the Contact Center Services Order (as amended as permitted below) (a “**CC Contract Seat**”) based on the per-seat pricing set forth in the Contact Center Services Order (the “**CC Contract Seat Price**”), as amended from time to time, irrespective of the number of Seats actually used; ii) any additional fees set forth in the Contact Center Order form.

C. Adding New Contact Center Contract Seats

You may add CC Contract Seats at any time through a new Contact Center Services Order or a written amendment executed by You and RingCentral. The Contact Center Services fees related to these additional CC Contract Seats will be billed at the per-seat price set forth in the Contact Center Order form. For the avoidance of doubt, You will be required to pay for Contact Center Services fees related to these additional CC Contract Seats until the end of the Term.

D. Adding On-Demand Contact Center Seats

At any time, You may utilize additional Seats with your Contact Center Services on an as-needed basis

(each, an **“On-Demand CC Seat”**). You will be charged for any Contact Center Services at the rate of the CC Contract Seat Price plus twenty dollars (\$20) per month per Seat (the **“On- Demand CC Price”**) until You remove this Seat from Your Contact Center Services subscription (which You may do at any time in your discretion). Contact Center Services fees for any On- Demand CC Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand CC Seats used within such billing period.

3. Contact Center Services, Settings, and Modifications

The settings and preferences for your Contact Center Services, including without limitation user rights, user skills, and permissions; routing, points of contact, scripts; registration Information; and activation of On-Demand CC Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console (“Account Administrators”). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect the Contact Center Services. The Customer will be solely responsible for the acts or omissions of the Account Administrators.

4. Use of Contact Center Services

You acknowledge and agree that all use of the Contact Center Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in Sections 5 and 9. You acknowledge and agree that You are fully responsible and liable for all use of the Contact Center Services, any software or hardware used in conjunction with the Contact Center Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Contact Center Services shall be subject to the following terms:

- a. **NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE CONTACT CENTER SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE CONTACT CENTER SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.**
- b. **Customer 911 Notification Obligations.** You represent, warrant, and covenant that:
(i) You shall ensure that any person who might use the Contact Center Services or be present at the physical location where any the Contact Center Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Contact Center Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

5. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

1. **“Contact Center Materials”** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Contact Center

Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Contact Center Services. The Contact Center Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Contact Center Services.

2. **“Contact Center Services Order”** is an order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the Contact Center Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer
3. **“Ramp-Up Period”** is the period of sixty (60) days starting on the Start Date set forth in the Contact Center Services Order Form.
4. **“Seat”** means a license for a single named person to use the Contact Center Services.
5. **“Subscription Package”** is a set of Contact Center Services features and applications, as further defined in the Contact Center Materials, that could be ordered as a bundle.
6. **“Usage”** means any charges incurred in connection with the use of Your Contact Center Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, ports, and any products listed on the Contact Center Service Order Form.

SERVICE ATTACHMENT D

SERVICE ATTACHMENT – CLOUDCONNECT

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral CloudConnect Service to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this CloudConnect Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

CloudConnect is an add-on service to RingCentral Services providing a private Ethernet switching infrastructure and certain ports on such switching infrastructure to allow interconnection between Your private MPLS or Ethernet connection, provided by Your Preferred Network Service Provider, and the RingCentral Cloud, via an External Network to Network Interface (“ENNI”). Each CloudConnect order shall be provisioned for a single physical location for up to a maximum of 200 Mbps. Customers may order CloudConnect in multiple quantities for a given physical location.

2. Billing and Payment

Billing and Payment. CloudConnect will be included in your monthly RingCentral bill as a monthly line-item charge. You agree to pay the charges and fees set forth in your bill for CloudConnect pursuant to the terms and conditions set forth in Section 3 of the Agreement between the Parties.

Billing, Purchase, and Other Terms for CloudConnect. You will be billed for each CloudConnect ordered, with a minimum requirement of one CloudConnect interconnection per physical location for which you order the service. CloudConnect is not available as a standalone service.

3. Use of CloudConnect

CloudConnect requires you to order a Circuit from a CloudConnect Preferred Network Service Provider. In the United States, your Circuit must adhere to the following bi-directional service parameters:

- Capacity - 200 Mbit/s, without any bandwidth limitations imposed.
- Data Delivery Rate > 95%
- Packet loss < 1%
- Latency < 50 msec
- Jitter < 10 msec

RingCentral shall not be responsible for or subject to any liability arising from the failure of your Circuit to meet the minimum specifications or to otherwise operate as intended. RingCentral’s liability for CloudConnect under the Agreement shall be limited to the interconnection between your Circuit and the RingCentral Cloud.

4. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

- a) “**Capacity**” means the maximum number of bits per second that can be passed across the Circuit.
- b) “**Circuit**” means a Multiprotocol Label Switching (MPLS) circuit provisioned from a CloudConnect

Preferred Network Service Provider at any location where the customer has ordered CloudConnect.

- c) **"Data Delivery Rate"** means the guarantee that the Circuit will remain at the stated capacity rate.
- d) **"Exchange Point"** means the point of interconnectivity between the Circuit and the RingCentral circuit.
- e) **"Jitter"** means the variation in frame arrival time assuming that the packets were injected into the Circuit at a fixed rate.
- f) **"Latency"** means the one-way delay of frame bits traveling across the Circuit, expressed in milliseconds.
- g) **"Packet Loss"** means the percentage of ingress frames that do not arrive at the termination point of the Circuit.
- h) **"RingCentral Cloud"** means RingCentral's cloud-based platform for business voice, fax, and text communication.
- i) **"Preferred Network Service Provider"** means a network service provider with which RingCentral can provision a CloudConnect interconnection.

ATTACHMENT E

SERVICE LEVEL AGREEMENT FOR RINGCENTRAL OFFICE SERVICES

This Service Level Agreement for Office Services (the “**Office SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingCentral Office Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability & Video Conferencing Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this Office SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the Office Service Attachment with a minimum twelve (12) month Term. This Office SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability for Voice Services and Video Conferencing.

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of Impacted Users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

b. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below

b.1 Accelerated Service Credit Table

Voice Service or Video Conferencing Availability	Service Credits
≥ 99.999 %	0% MRC
≥ 99.500 and < 99.999%	5% MRC
≥ 99.000 and < 99.500%	10% MRC
≥ 95.000 and < 99.000%	20% MRC
< 95.000%	30% MRC

c. No Cumulative Credits

The Customer may not “stack” Service Credits for the same incident. Where a single incident of Down Time affects both Voice Services and Video Conferencing Services resulting in Service Credits under this Office SLA, Customer is entitled to claim Service Credits for one of the Services but not for both.

Where a single incident of Down Time affects Office Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this Office SLA will be calculated based Customer’s RingCentral Office MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

d. Qualifying for Service Credits.

Service Credits for Down Time will accrue only to the extent:

- i. Down Time exceeds 1 minute;
- ii. Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period and in accordance with RingCentral’s published customer service procedures;
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to RingCentral Customer Service within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

4. Quality of Service Commitments

- a. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public WiFi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- b. **Quality of Service Report:** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) businessdays.
- c. **Diagnostic Investigation:** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in goodfaith.
- d. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

- a. **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services or Video Conferencing during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- b. **Quality of Service:** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within four (4) months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- c. To exercise its termination right under this Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this Office SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this Office SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- a) **"Down Time"** is an unscheduled period during which the Voice Services or Video Conferencing Service for RingCentral Office on the RingCentral Network are interrupted

and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.

- b) **"Impacted User"** means a user with a Digital Line and/or Video Conferencing services affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line and/or Video Conferencing services affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- c) **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the VoiceServices.
- d) **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Office Services.
- e) **"Quality of Service Report"** means a technical report provided by RingCentral, detailing MOS and related technical information.
- f) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network(PSTN).
- g) **"Service Availability"** is the time for which Voice Services and Video Conferencing Services for RingCentral Office are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- h) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this Office SLA.
- i) **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- j) **"Support Case"** means an inquiry or incident reported by the Customer, through its helpdesk, to RingCentral's Customer Care department, by placing a telephone call as outlined at <http://success.ringcentral.com/RCContactSupp>.
- k) **"Territory"** means those countries in which Customers subscribes to RingCentral Office or Global Office Services.
- l) **"User-Equivalency"** means the calculation made by RingCentral to estimate the percentage of the Voice Services and/or Video Conferencing Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.

- m) **"Video Conferencing"** means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.
- n) **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT F

SERVICE LEVEL AGREEMENT FOR CONTACT CENTER SERVICES

This Service Level Agreement for Contact Center Services (the “**Contact Center SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for Contact Center Services.

1. Overview

RingCentral will maintain the Quality of Service for Contact Center Services at the performance levels as defined below:

	Core Services	Predictive Dialing	Workforce Optimization
Service Availability (Monthly Calculation)	99.99%	99.90%	99.50%
Maximum Credit	15% of MRC	20% of MRC	20% of MRC

2. Minimum Eligibility

Customer is entitled to the benefits of this Contact Center SLA only to the extent that Customer maintains a minimum of ten (10) Contact Center Seats under the Agreement with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Contact Center SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability.

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of impacted users}) / (\text{total number users} \times \text{total number of minutes in a calendar month})) \times 100]$

Availability shall be rounded to nearest hundredth of a percent in determining the applicable credit.

b. Calculation of Service Credits.

- i. Service Credits only begin to accrue after Service Availability falls below a certain percentage (shown in the tables below).
- ii. Customer is entitled to Core Services Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.99%	0% MRC
≥ 99.95 and ≤ 99.98%	5% MRC
≥ 99.90 and ≤ 99.94%	10% MRC
< 99.90%	15% MRC

- iii. Customer is entitled to Predictive Dialing Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.90%	0% MRC
≥ 99.00 and ≤ 99.89%	5% MRC
< 99.00%	20% MRC

- iv. Customer is entitled to Workforce Optimization Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.50%	0% MRC
≥ 99.00 and ≤ 99.49%	5% MRC
< 99.00%	20% MRC

- c. **Qualifying for Service Credits.** Service Credits for Down Time will accrue only to the extent:
- Service Availability falls below the percentage for each relevant Contact Center Service as illustrated in the tables (above) under Calculation of Service Credits.
 - Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period and in accordance with RingCentral's published customer service procedures;
 - Customer submits a written request for Service Credits to RingCentral Customer Service within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

- iv. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
 - v. Customer is not in material breach of the Agreement, including its payments obligations.
- d. **Finality of Decisions.** Credits may be issued in RingCentral's sole reasonable discretion and will expire at the expiration or termination of the Agreement.

4. Chronic Service Failures

- a. **Service Availability:** Customer may terminate the Agreement without penalty and will receive a pro-rata refund of all prepaid, unused fees if customer accrues Maximum Service Credits for Down Time for Contact Center Core Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- b. To exercise its termination right under this Contact Center SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

5. Sole Remedy

The remedies available pursuant to this Contact Center SLA (i.e., the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this Agreement. For the avoidance of doubt, this clause does not bar or otherwise limit the remedies Customer may otherwise have for RingCentral's breach of the Agreement, subject to the limitations therein.

6. Definitions

Definitions. Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- a) **"Automatic Call Distributor" or "ACD"** means a module that uses skills-based routing to route incoming calls, emails, chats, and other interactions to the best available agent.
- b) **"Contact Center Services"** include Core Services, Predictive Dialing Services, and Workforce Optimization.
- c) **"Core Services"** includes the following services:
 - (i) place or receive a domestic or international voice phone call over a Virtual Extension;
 - (ii) receive a call from an 8YY service on a Virtual Extension; and
 - (iii) contact routing services for ACD, IVR or outbound call campaigns,
 - (iv) client-side user interface and computer telephony interface APIs in order to receive or place a call, and
 - (v) all real-time communication channels to receive and send communications to customers through non-voice communication channels such as SMS and chat, if

available and applicable.

- d) **“Down Time”** is an unscheduled period during which the Contact Center Services on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer’s breach of the Agreement.
- e) **“Interactive Voice Response”** or **“IVR”** means a module that allows customers to script automated voice interactions, accessing third party services and databases when needed to service the customer.
- f) **“MRC”** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Contact Center Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Contact Center Services.
- g) **“Predictive Dialing Services”** includes the following features:
 - (i) Personal Connection™ Outbound Solution
 - (ii) Supplier Dialer,
 - (iii) Campaign Manager,
 - (iv) Agent Dialer, and
 - (v) Reporter.
- h) **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN). The RingCentral Network includes the facilities of underlying provider of the Contact Center Services subcontracted by RingCentral.
- i) **“Service Availability”** is the time for which Contact Center Services are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.
- j) **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this Contact Center SLA.
- k) **“Support Case”** means an inquiry or incident reported by the Customer, through its helpdesk, to RingCentral’s Customer Care department, by placing a telephone call as outlined at <http://success.ringcentral.com/RCCContactSupp>.
- l) **“Workforce Optimization”** includes the following features:
 - (i) Supplier Workforce Manager,
 - (ii) Supplier Quality Management,
 - (iii) Supplier Performance Management,
 - (iv) Supplier Speech and Text Analytics.
- m) **“Virtual Extension”** refers to the access provided to the audio portion of the Contact

Center Services, which allows the user for a Seat to place and receive calls.

ATTACHMENT G

SERVICE LEVEL AGREEMENT FOR SUPPORT SERVICES

This Service Level Agreement for Support Services (the “**Support SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the service levels and objectives for the management and resolution of Customer initiated Support Cases.

1) RingCentral Support

a) Support Case

For non-urgent support requests, Customer may utilize the RingCentral support portal located at <http://support.ringcentral.com> (“Web Case”). For urgent support requests, Customer shall utilize the support number located on the portal (“Phone Case”).

b) Support Availability.

RingCentral will maintain technical support via telephone and web access twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

c) Response Objectives.

1. Average Phone Case Response Time SLA – RingCentral shall endeavor to answer seventy-five percent (75%) of all Phone Cases received in calendar month within an average of two (2) minutes.
2. Web Case Response Time SLA– RingCentral’s shall endeavor to provide a response within twenty-four (24) hours of the opening of the Web Case.

2) Support Reports

Within ten (10) business days of Customer’s request, RingCentral shall provide Customer with a report covering the prior calendar quarter providing the following Customer data, by month and in the aggregate:

1. Calls Offered and Handled –The total number of phone calls made by Customer to RingCentral Support and the total answered/handled.
2. Service Level Agreement – The percentage of phone calls which met the service level agreement in Section 1(c)1 above.
3. Web Case Report - The number of Web Cases opened, number closed, and first response time for each.
4. Total Cases and Call Driver Report – The total support cases opened and closed across all support channels broken down by type.
5. Aging Report for Open Support Cases – The number of support cases that are open and the age of the open cases at the time the report is run.

3) Support Resolution Service Level Objectives. The SLOs that RingCentral endeavors to meet for Phone Cases.

Updates and Resolution time			
Severity Level	Service Failure descriptions	Updates	Resolution Time
Priority 1	Customer experiences a loss of Core of Service affecting (a)100% of Digital Lines at one or more Customer Sites or (b) 50 or more Digital Lines in the aggregate across its Sites. A “Core Service” means the inability to use any of the following: ○ Place and receive voice calls. ○ Host and participate in RingCentral Audio Conference services. ○ Host and participate in RingCentral Office Video Conferencing services.	Upon Customer request, Every thirty (30) minutes, until Resolution	4 Hours
Priority 2	(A) Customer experiences a loss of Core Services affecting between 20 to 49 Digital Lines in the aggregate across its Sites; or (B) Customer experiences a loss of Services (other than Core Services) affecting (a) 100% of Digital Lines at one or more Customer Site(s) or (b) 50 or more Digital Lines in the aggregate across its Sites.	Every sixty (60) minutes, as requested, until Resolution	1 Business Day
Priority 3	(A) Customer experiences a loss of Service not covered under Priority 1 or 2; or (B) Minor functionality impairment to Services.	Every business day, if requested by Customer, until service is restored	N/A
Priority 4	Non-service impacting questions or feature requests (no loss or impairment of Services is involved).	Initial update/response provided upon case being opened.	N/A

4) Service Credits.

Resolution Time – If RingCentral fails to resolve a Priority 1 or 2 Phone Case within the Resolution Time, Customer shall be entitled to a credit equal to two percent (2%) of the MRC for the month the SLA was missed.

5) Rules Governing the Calculation of Support Services Credits.

Notwithstanding anything set forth elsewhere in this Support SLA, the calculation of credits shall in all cases be subject to the rules and conditions set forth in this section.

- a) RingCentral will not be liable and will not pay any credits for any delays or failures to meet the response times or resolutions times set forth in this Support SLAs due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; (3) Customer's breach of the Agreement; (4) interruption, failure or loss of the Services or any functionality caused by any systems or components outside of the RingCentral Network.
- b) Resolution times will start counting from the moment the Customer properly opens a Phone Case ticket.
- c) In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of Digital Lines affected by a loss of Service, RingCentral will calculate the impacted Digital Lines on a equivalency- basis using number of calls, network information, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- d) Service Credits will accrue only to the extent:
 - (i) Customer applies for the Service Credits by submitting a written request to RingCentral Technical Support Team within five (5) business days of the last date of the calendar month for which the Service Credit is requested;
 - (ii) Customer is not in material breach of the Office Agreement or the Use Policies, including its payments obligations;
 - (iii) A Phone Case or Web Case was properly and timely reported following the Service failure; and
 - (iv) RingCentral confirms the conditions set forth in this Support SLA have been met, and the Customer is entitled to receive the credit.

6) No Cumulative Credits

- a) Where a single incident affecting the Customer would enable the collection of credits under this Support SLA and the right to collect any compensation or credit under any other SLA, Customer may only claim credits under one of the SLAs.
- b) Service Credits to be paid under this Support SLA will be calculated based Customer's RingCentral Office MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed five percent (5%) MRC paid for the relevant Service for the relevant month.

7) Sole Remedy

The credits available pursuant to this Support SLA shall be Customer's sole remedy for any failure to meet committed services levels under this Support SLA.

8) Definitions

Capitalized terms not defined above or below have the meaning set forth in the Agreement to which this SLA is attached.

- (a) **"Digital Line"** means a phone number assigned to an End User or a specifically designated location

(e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

- (b) **“MRC”** means the monthly recurring subscription charges (excluding set-up fees, equipment costs, taxes, administrative or government mandated fees, metered billings, and other similar costs and fees) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis (e.g. annually), MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month.
- (c) **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- (d) **“Services”** means the Voice Services and/or Video Conferencing Service for RingCentral Office on the RingCentral Network.
- (e) **“Site”** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for a Site.
- (f) **“Video Conferencing”** means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.
- (g) **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT H

RINGCENTRAL BUSINESS ASSOCIATE AGREEMENT

RingCentral and Customer (each a **"Party"** and collectively the **"Parties"**) hereby agree to the following terms and conditions of this Business Associate Agreement (this **"BAA"**), which is attached to the RingCentral Master Service Agreement (the **"Agreement"**) and is effective as of the execution date of the Agreement (the **"BAA Effective Date"**).

RECITALS

Whereas, Customer has, pursuant to the Agreement, purchased the **Services**;

Whereas, Customer desires to comply with the Health Insurance Portability and Accountability Act of 1996 (**"HIPAA"**), as amended, along with applicable provisions of the Standards for Privacy of Individually Identifiable Health Information (the **"Privacy Rule"**) and applicable provisions of the Security Standards for the Protection of Electronic Protected Health Information (**"Security Rule"**) (collectively the **"HIPAA Rules"**) and, in compliance with the HIPAA Rules, Customer desires to safeguard Customer's **PHI** transmitted, received, or maintained by Customer using the Customer's Account (**"Account"**).

Whereas, as a business associate (as that term is defined in the HIPAA Rules) RingCentral wishes to accommodate Customer's desire to safeguard PHI that Customer creates, receives, transmits, or maintains using the RingCentral Services, by entering into this BAA, which meets the requirements of 45 C.F.R. §§ 164.314(a) and 164.504(e);

Now, Therefore, in consideration of the mutual covenants and representations, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Obligations of RingCentral.** RingCentral agrees:

- a) subject to the provisions of Section 2, to use and disclose Customer's PHI only in connection with the provision of the Services purchased by Customer as part of or related to Customer's Account(s), as required by law, or for any other purpose permitted by the Agreement, or this BAA, provided that RingCentral may not use or disclose Customer's PHI in a manner that would violate the requirements of subpart E of 45 C.F.R. Part 164 if done by Customer;
- b) not to use or further disclose Customer's PHI other than as permitted or required by this BAA, or as required by law;
- c) where applicable, to make reasonable efforts to use, disclose, and request only the minimum necessary amount of PHI;
- d) to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to the protection of Electronic PHI, to prevent use or disclosure of Customer's PHI other than as provided for by this BAA;
- e) to report to Customer any use or disclosure of Customer's PHI not provided for by this BAA of which RingCentral becomes aware, including any breach of unsecured PHI as required by 45

C.F.R. § 164.410, and any security incident involving Customer's PHI of which RingCentral becomes aware; provided, however, that notwithstanding the foregoing, the Parties agree that this BAA serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents. For purposes of this BAA, an **"Unsuccessful Security Incident"** includes, without limitation, activity such as pings and other broadcast attacks on RingCentral's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of Customer's PHI;

- f) to ensure that any subcontractor that creates, receives, maintains or transmits Customer's PHI on behalf of RingCentral agrees to substantially the same restrictions and conditions that apply to RingCentral with respect to such PHI, as required by the HIPAA Rules;
- g) to the extent that RingCentral has been delegated under the Agreement and is to carry out an obligation of Customer under Subpart E of 45 C.F.R. Part 164, RingCentral will comply with the requirement(s) of Subpart E of 45 C.F.R. Part 164 that apply to Customer in the performance of such delegated obligation;
- h) to the extent that: (i) Customer provides advanced written notice to RingCentral that RingCentral will maintain PHI in a "designated record set" as defined in the HIPAA Rules ("Designated Record Set") (and with the understanding that the Parties do not intend for RingCentral to maintain PHI in a Designated Record Set); (ii) the Designated Record Set (if any) maintained by RingCentral is not duplicative of records maintained by Customer' and (iii) to the extent possible in light of the Customer's option to enable the HIPAA Setting ("HS") (described in Section 4); RingCentral agrees to:
 - a. upon receipt of a written request from Customer, make available to Customer to inspect and/or obtain a copy of Customer's PHI maintained by RingCentral in a Designated Record Set, as required under 45 C.F.R. § 164.524, for so long as RingCentral maintains such PHI in a Designated Record Set; and
 - b. upon receipt of a written request from Customer, provide such information to Customer for amendment and incorporate amendments to PHI maintained by RingCentral in a Designated Record Set as agreed to by Customer under 45 C.F.R. § 164.526, for so long as RingCentral maintains such PHI in a Designated Record Set.
- i) to the extent possible in light of the Customer's option to enable the HIPAA Setting (described in Section 4), and to the extent no disclosure exceptions apply under 45 C.F.R. § 164.528, to maintain and to make available to Customer the information required for Customer to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
- j) In the event any individual delivers directly to RingCentral a request for an amendment to PHI, access to PHI, or an accounting of disclosures of PHI, to promptly forward individual to Customer. Customer must provide request to RingCentral. ;
- k) to make its internal practices, books, and records relating to the Use and Disclosure of Customer's PHI available to the Secretary (as defined in the HIPAA Rules) for purposes of determining Customer's compliance with 45 C.F.R Part 164, Subpart E; and
- l) upon termination of this BAA for any reason, if feasible, to return or destroy all PHI received from Customer, or created or received by RingCentral on behalf of Customer, in connection with this BAA, to the extent it has not been already erased, returned or

destroyed, and retain no copies thereof, or, if in RingCentral's opinion such return or destruction is not feasible, to extend the protections of this BAA to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

2. **Permitted Uses and Disclosures of PHI.** Notwithstanding the other provisions of this BAA, RingCentral is permitted to use or disclose Customer's PHI for its proper management and administration or to carry out its legal responsibilities, provided that RingCentral may only disclose PHI for such purposes if: (i) the disclosure is required by law or (ii) RingCentral obtains reasonable assurances from the person to whom the PHI is disclosed that the information will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies RingCentral when the confidentiality of the PHI has been breached.
3. **Obligations of Customer.** Customer will:
 - a) obtain any consent, authorization, or permission that may be required by the HIPAA Rules, or any other applicable laws or regulations prior to using the Services to create, receive, maintain, or transmit PHI, or otherwise provide PHI to RingCentral. Without limiting the generality of the foregoing, in the event Customer transmits PHI via text message, or any other method of transmission of PHI as part of the Plan Services, Customer agrees to notify the individual whose PHI is to be transmitted that such transmission is not secure and to obtain such individual's consent or authorization, consistent with applicable law, before transmitting any such PHI.
 - b) use, disclose, request, and otherwise provide to RingCentral and RingCentral employees only the minimum amount of PHI necessary for RingCentral to provide Services.
 - c) notify RingCentral, in writing, of any limitation(s) in Customer's notice of privacy practices that may affect RingCentral's Use or Disclosure of Customer's PHI;
 - d) notify RingCentral, in writing, of any changes in, or revocation of, permission by an individual to use or disclose any of his or her PHI, to the extent that such changes may affect RingCentral's Use or Disclosure of Customer's PHI;
 - e) notify RingCentral, in writing, of any restriction on the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect RingCentral's use or disclosure of Customer's PHI; and
 - f) not request that RingCentral use or disclose Customer's PHI in a manner that would not be permissible under the HIPAA Rules if done by Customer.
 - g) The Parties agree that in the event RingCentral believes that any limitation(s) or restriction(s) on the use or disclosure of PHI pursuant to this Section 3 may materially impair RingCentral's ability to provide Services or materially affect RingCentral's costs of providing Services, the Parties will promptly negotiate in good faith an amendment to Agreement that is necessary to adjust RingCentral's obligations and/or reflect RingCentral's increased costs. In the event such negotiations are unsuccessful, RingCentral may terminate this BAA and the Agreement without penalty or further obligation to RingCentral.

4. **Additional Options Related to the Services**

- a) **HIPAA Setting Description and Availability**
 - i. RingCentral has created a "HIPAA Setting" ("HS") that Customer has the ability to enable for the RingCentral Office and RingCentral Glip Services

(but not for Contact Center Customer Accounts). When enabled, the HS will delete the following every thirty (30) days for RingCentral Office: voice recordings, voicemail, facsimile, short message service ("SMS"), and multimedia message service ("MMS") for RingCentral Office. When enabled, the HS will delete the following every thirty (30) days for RingCentral Glip Services: chat content, time and date of message, text messages, tasks, notes, files, images, links, events, call activities, and/or posts from third party integrated applications. In addition, the activation of the HS may disable the attachment of voicemail and facsimile/internet facsimile messages to message notification emails sent using the RingCentral Office or RingCentral Glip Services.

- ii. The HS option is not available for RingCentral's Contact Center Services and therefore PHI that is created, received, maintained or transmitted using the Contact Center Services will not be deleted within 30 days.
- iii. Customer will be solely responsible for activating the HS and ensuring it remains active. If the Customer has more than one Account with RingCentral, the HS needs to be activated for each Account separately.

5. **Customer Integrations.** Notwithstanding any provision to the contrary in any agreement between the Parties, this BAA applies only to the Services. Notwithstanding any provision to the contrary in any agreement between the Parties, RingCentral has no responsibility or liability for, and disclaims any warranties or representations relating to, any Customer applications, services, devices, APIs, or any other technology (whether utilized by Customer or a third party on behalf of Customer) that are not managed by RingCentral. Any such technology which integrate with the Services or that transfer data to or from the Services ("**Customer Integrations**"). For the avoidance of doubt, RingCentral will have no obligations or liability for the privacy, security, confidentiality, availability, or integrity of any Customer Integrations, or any PHI or other data processed, handled, sent, stored, created, received, maintained, or transmitted in connection with any Customer Integrations or through any applications, services, devices, APIs, or any other technology not provided within RingCentral Services.

6. **Term.** The term of this BAA (the "**BAA Term**") commences on the BAA Effective Date and runs conterminously with the term of the Agreement, unless sooner terminated by either Party in accordance with Section 7.

7. Termination.

- a) Automatic BAA Termination. Termination or expiration of the Agreement for any reason will result in the termination of this BAA.
- b) Direct BAA Termination. In the event that either Party violates a material term of this BAA, the other Party may terminate the BAA, provided that the non-breaching Party provides written notice to the breaching Party of such breach and provides the breaching Party with an opportunity to cure the breach or end the violation. If such violation is not cured within thirty (30) days, the non-breaching Party may terminate this BAA. In the event that the BAA is terminated pursuant to this section, either Party may terminate the Agreement.

8. Miscellaneous.

- a) Definitions. All capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. Subject to the immediately foregoing sentence, any other terms that are not defined in this BAA or the Agreement but that

are defined under the HIPAA Rules have the same meaning as defined under the HIPAA Rules. For purposes of this BAA, "**PHI**" means "protected health information" as that term is defined in the HIPAA Rules, limited to such information created, received, maintained, or transmitted by RingCentral for or on behalf of Customer.

- b) No Third Party Beneficiaries. Nothing in this BAA, express or implied, is intended to confer or will confer upon any person or entity other than the Parties any right, benefit, or remedy as a third party beneficiary or by any other nature whatsoever under or by reason of this BAA.
- c) Notices. All notices or other communications to be given under this BAA are deemed given when emailed.

To Customer: The postal and email address on file at the time of
notice for an Account

To RingCentral: RingCentral, Inc.
Attn.: Legal Department
20 Davis Drive
Belmont, California 94002
HIPAA@ringcentral.com

- d) Modification. No modification or amendment of this BAA will be effective unless set forth in a document specifically referencing this BAA that is executed by both Parties.
- e) Counterparts. This BAA may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f) Entire Agreement. RingCentral will be bound by the terms of this BAA only to the extent that: (i) Customer is a "Covered Entity" or "Business Associate" (as that term is defined in the HIPAA Rules) pursuant to HIPAA; and (ii) RingCentral is acting as Customer's "business associate" (as that term is defined in the HIPAA Rules) pursuant to HIPAA. This BAA, together with the Agreement, states the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

ATTACHMENT I

RINGCENTRAL SECURITY ADDENDUM

This Security Addendum ("**Security Addendum**") is made as of the Effective Date by and between RingCentral and Customer (each a "party", together the "parties"), pursuant to the Master Services Agreement (the "**Agreement**") for the provision of RingCentral Services to Customer.

1. This RingCentral Security Addendum (this "**Security Addendum**") sets forth the minimum terms and conditions related to RingCentral's information security program and infrastructure policies that RingCentral agrees to meet and maintain pursuant to the Master Services Agreement (the "**Agreement**") to which this Security Addendum is attached. RingCentral has determined that the terms and conditions outlined in this Security Addendum (the "**Security Terms**") are the minimum requirements necessary to protect the content of communications transmitted or stored through the Services (as defined in the Agreement) from unauthorized use, access, disclosure, theft, manipulation, reproduction or breach of Confidential Information ("**Security Breach**") during the Term, as defined in the Agreement to which this Security Addendum is attached and for any period of time thereafter during which RingCentral has possession of or access to Confidential Information.

The Security Terms outlined below shall not apply to customer-facing Services features, nor shall these terms and conditions apply to how Customer manages their own internal corporate security measures or Customer's management of any security settings on the Customer's instance of the RingCentral Services.

2. Information Security Management.

- a) Policies and Standards: RingCentral has established, and will maintain, documented policies or standards appropriate to govern the handling of Confidential Customer Data in compliance with the Agreement and applicable law.
- b) Administrative, Technical and Physical Safeguards: RingCentral has implemented and will maintain administrative, technical, and physical safeguards to protect Confidential Customer Data. These safeguards include measures to: (i) to protect the security and confidentiality of Confidential Customer Data; (ii) to protect against reasonably anticipated threats or hazards to the security or integrity of Confidential Customer Data; and (iii) to protect against unauthorized access to or use of Confidential Customer Data which could reasonably result in harm to Customer.
- c) Revisions to Security Measures: RingCentral reserves the right to modify and revise its technical and non-technical security measures over time.

3. Human Resource Security.

- a) Background Checks: Prior to assigning any of its employees to positions in which they will, or RingCentral reasonably expects them to, have access to Confidential Customer Data, RingCentral will conduct background checks on such employees, except where prohibited by law. Background checks will include, for US personnel:
 - i. a search of the National Criminal Database and a search in each county, if any, in which a criminal history is identified by the National Criminal Database search;

- ii. a federal crimes search of all federal districts in which the applicant has lived (as determined by a self-report and a search against Social Security numbers);
 - iii. a felony and misdemeanor search of all county courts in which the applicant has lived in the past 7 years (as determined by a self-report and the SSN Search; provided that for former addresses located within AL, CO, FL, GA, KY, MD, MO, NE, NM, NY, NC, OR, SC, UT, WA, or WI only, a “statewide” search is permitted in lieu of a county court search; and
 - iv. a search of any relevant national governmental restricted list, including any list of restricted or prohibited individuals issued by the OFAC.
- b) Training: RingCentral shall provide training to RingCentral employees and contractors on security and privacy requirements applicable to RingCentral and to the handling and processing of customer information. Such training shall occur at least annually and also during new employee orientation.
- c) Non-disclosure: RingCentral shall ensure that its Personnel with access to Customer Confidential Data are bound in writing by obligations of confidentiality sufficient to protect the Customer Confidential Data in accordance with the terms of the Agreement and applicable laws.

4. Asset Management.

- a) Media Management: When disposing of or otherwise taking media out of service that contains Confidential Customer Data, RingCentral will destroy or securely erase the media prior to removing it from service.

5. Access Control.

- a) Authorized Personnel: RingCentral will limit access to Confidential Customer Data to only those Personnel who have a reasonable need to access the Confidential Customer Data to enable RingCentral to perform its obligations under the Agreement. RingCentral will re-evaluate its list of authorized Personnel at least annually.
- b) Access Controls: RingCentral shall employ access control mechanisms to prevent unauthorized access to Customer Confidential Data. Such mechanisms will have the capability of detecting and logging access to the system or network.
- c) Password Administration: Passwords that are associated with RingCentral’s access to the Confidential Customer Data will consist of at least eight (8) alpha numeric characters will include both upper and lower case and include special characters. Passwords, if known by others, must be changed on first login. Passwords must be changed at least every one hundred twenty (120) days.
Note: one-time-use passwords (such as those associated with Strong Authentication) are exempt from these requirements.
- d) Account Lockout due to Failed Login Attempts: Account lockout will occur after no more than six (6) failed access attempts.
- e) Unique User Accounts: RingCentral Personnel will have individual User Accounts that authenticate that individual’s access to Confidential Customer Data. RingCentral will not allow sharing of Accounts. For the avoidance of doubt, this does not require RingCentral to rename or cease using admin Accounts that cannot technically or within commercial reason be renamed (Example: root).
- f) Periodic Review of Authorized Personnel: RingCentral will maintain a process to review no less

frequently than annually the list of authorized Personnel with access to RingCentral production networks and RingCentral data centers.

- g) Remote Access Authentication: RingCentral will configure remote access to all production networks containing Confidential Customer Data to require Strong Authentication for such access.
- h) Revocation of Access: RingCentral will promptly revoke Personnel's access to physical locations, networks, and applications that Process Confidential Customer Data upon such Personnel's termination.

6. Cryptography

- a) Data Encryption: RingCentral will encrypt Customer Confidential Data, at Customer's election, when stored at-rest within RingCentral Data Centers and backups, at-rest if stored on RingCentral laptops, and in-transit over public networks in connection with the performance of the Services pursuant to the Agreement, except for encryption over Public Switch Telephone Networks. Encryption will be implemented using commercial grade, industry-standard encryption with a key length of no less than 256 bits.

7. Physical and Environmental Security

- a) Secure Areas: Physical security safeguards will include physical safety and security safeguards at RingCentral controlled facilities where Processing of Confidential Customer Data is performed. Such physical security safeguards shall meet reasonable commercial standards for office buildings, and reasonable commercial standards for data centers.
- b) Access and Authorization Processes: RingCentral will maintain a documented authorization and logging process for all persons, including Personnel and visitors, who maintain or otherwise have access to Secure Areas. RingCentral's authorization process will include at least the following:
 - i. RingCentral will maintain reports for a minimum of 90 days detailing all access to Secure Areas;
 - ii. RingCentral access systems will be capable of monitoring and logging door alarms at Secure Areas, subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers;
 - iii. Subject to the terms and conditions of any prior or contemporaneous agreements between RingCentral and any third party vendors or service providers, and to the extent RingCentral is required to maintain card access or video surveillance capability in accordance with those agreements: (1) RingCentral will maintain active service agreements with card access and video surveillance equipment support vendors; and (2) RingCentral will retain all video surveillance image data for a minimum of ninety (90) days from the date such image data was collected.
- c) Data Centers: To the extent RingCentral is operating a Data Center, all access to RingCentral areas or cabinets that house service infrastructure equipment will be controlled as follows: (i) access will be controlled by badge reader at one or more entrance points; (ii) doors used only as exit points will have only "one way" doorknobs or crash bar exit devices installed; (iii) all exit doors will have video surveillance capability; and (iv) card access and video

surveillance systems will be tied into generator or UPS backup systems.

8. Operations Security

- a) Malicious Code Protection: To the extent practicable, RingCentral will have current antivirus software installed and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.
- b) Intrusion Detection and Prevention: RingCentral will deploy network intrusion detection and/or network intrusion prevention systems (NIDS/NIPS) that monitor all traffic entering or leaving the Data Centers.
- c) Audit and Reporting: For systems or applications associated with the access, processing, storage, communication and/or transmission of Confidential Customer Data, RingCentral will generate audit logs on at least on a daily basis. RingCentral will review the audit logs in accordance with RingCentral's information security and other Operations policies or at least monthly for indicators of unauthorized access and/or Security Breach.
- d) Vulnerability Management: RingCentral will use commercially reasonable efforts to run internal and external network vulnerability scans of the Services at least quarterly and after any material change in the network configuration (e.g., new system component installations, changes in network topology, firewall rule modifications, or product upgrades). Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period after RingCentral has actual or constructive knowledge of such security vulnerabilities.
- e) Annual Pen-Test: RingCentral agrees to annually conduct a penetration test of its RingCentral Office and Glip products. Where applicable, such test will include efforts to find security bugs/bug types listed in the then-current OWASP Top 10 and CWE/SANS Top 25 vulnerabilities. Vulnerabilities identified and rated as high risk by RingCentral will be remediated within a reasonable time period.

9. Communications Security

- a) Firewalls: Ring Central will deploy reasonably appropriate firewall technology in operation of the Services via implementation of stateful firewall(s) and Session Border Controller(s) as appropriate.
- b) Firewall Maintenance: RingCentral will review firewall rule sets annually to ensure that each ACL rule set ends with a "DENY ALL" statement.

10. Product Development and Service Operations

- a) Documentation and Training: RingCentral will maintain documentation on overall system, network, and application architecture and security infrastructure for the Services.
- b) Secure Software Development: RingCentral will employ documented secure programming guidelines, standards, and procedures in the development of applications that process or store Confidential Customer Data.
- c) Application Security Testing: RingCentral will perform application security testing on RingCentral Office and Glip applications no less than annually. Automated and/or manual processes and procedures will be employed in performing such testing.
- d) Change Management: RingCentral will employ an effective, documented change management program with respect to the Services.
- e) Data Retention: RingCentral will only retain Confidential Customer Data for as long as is necessary

for the purposes for which it was collected and processed, which, for clarity shall permit RingCentral to retain Confidential Customer Data as long as Customer retains it within the relevant Account(s) or application(s) and for a period not to exceed forty-five (45) days after closure of Customer's Account(s). RingCentral agrees to purge the Confidential Customer Data within forty-five (45) days of Customer's closure of such Account(s).

11. Supplier Relationships

- a) Subprocessing: Customer agrees that use of subcontractors under the Agreement is permitted, provided that RingCentral flows down its obligations under this section to protect Confidential Customer Data to any subcontractor it appoints such that, as applicable, the processing terms of the subcontract with respect to Confidential Customer Data are no less onerous than the processing terms set out in this section

12. Security Incident Management

- a) Data Breach: In the event of a known Data Breach of Confidential Customer Data, RingCentral will undertake commercially reasonable efforts to notify Customer promptly and will undertake commercially reasonable efforts to update Customer of developments relating to the Data Breach. Notice will be provided to Customer's admin users and/or business contact of record on the Account.
- b) Remediation: In the event RingCentral knows of unauthorized access of Confidential Customer Data, RingCentral will: (i) investigate the unauthorized access; (ii) implement a commercially reasonable remediation plan (RingCentral acknowledges that any legal requirements under Data Privacy Legislation imposed on RingCentral in the case of a breach of personal information is deemed to be commercially reasonable) to address the unauthorized access and to mitigate the incident and reasonably prevent any further incidents; (iii) take commercially reasonable measures to remediate the effects of the unauthorized access in accordance with such remediation plan; and (iv) reasonably cooperate with any law enforcement or regulatory official investigating such unauthorized access.

13. Audits and Compliance

- a) Independent Assessments: For its RingCentral Office and Glip services, RingCentral will conduct an independent assessment consisting of a Report on Controls at a Service Organization relevant to Security and Availability ("SOC2" Type II) at least annually by a reputable independent third party organization.
- b) Compliance with Laws: RingCentral will comply with all applicable laws and Data Privacy Legislation that are in effect during the term of the Agreement related to the security of the Confidential Customer Data.
- c) Permitted Uses and Disclosures of Confidential Information: RingCentral will not use or disclose any Confidential Customer Data contrary to the provisions of the Agreement, and any use or disclosure of any Confidential Customer Data is specifically and expressly limited to the use or disclosure that is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement, or such use or disclosure that is otherwise authorized under the Agreement.
- d) Right to Audit: Customer may, on one (1) occasion within any consecutive twelve (12) month period, request with thirty (30) days prior written notice in accordance with the Agreement, and on mutually agreed upon terms (which shall include without limitation Customer's agreement to provisions related to the protection and confidentiality of Confidential Customer Data that is in

RingCentral's sole discretion adequate to protect RingCentral's information assets), to perform, during RingCentral's normal business hours, without the disruption of RingCentral's normal business operations, and at Customer's sole expense (which may include the reimbursement of RingCentral for any time RingCentral employees spend conducting or assisting with such audit), a reasonable security audit of RingCentral's Data Centers, Office facilities, procedures, and documentation in order to ascertain compliance with applicable law, these information security requirements, non-disclosure agreements, and any agreements between Customer and RingCentral with respect to Confidential Customer Data ("Security Audit").

14. Definitions. For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- a) **"Confidential Customer Data"** means all Customer Communications, customer account information and customer proprietary network information ("CPNI") as that term is defined in Section 222 of the Communications Act of 1934, 47 U.S.C.222, as amended, which includes information available to RingCentral or its Affiliates by virtue of RingCentral's relationship with Customer as a provider of the Services.
- b) **"Customer Communications"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through the Services.
- c) **"Data Breach"** means any: (i) unauthorized Processing of Confidential Customer Data (for the avoidance of doubt, "unauthorized Processing" includes, but is not limited to: misuse, loss, destruction, compromise, unauthorized access, or unauthorized transfer of Confidential Customer Data). Any takeover of an individual Customer User or End User Accounts is not considered Security Breach however, account takeover events will be communicated to Customers' admins when and if such activity is discovered on Customer Accounts.
- d) **"Data Center"** means a facility at which RingCentral service infrastructure (physical and virtual systems) are deployed and maintained in support of operation of the Services.
- e) **"Data Privacy Legislation"** means all United States federal and California laws and regulations, as well as the EU Data Protection Directive 95/46/EC as it applies to the United Kingdom, the Data Protection Act 1998 (U.K.), the Electronic Communications Privacy Act (U.S.).
- f) **"Personnel"** means RingCentral employees, contractors or subcontractors.
- g) **"Process"** means access, collection, retention, storage, transfer, disclosure, use, erasure, or destruction, in relation to Confidential Customer Data.
- h) **"Strong Authentication"** means the use of authentication mechanisms and authentication methodologies stronger than the passwords required by the applicable requirements herein (examples of Strong Authentication mechanisms and methodologies include but are not limited to digital certificates, two-factor authentication, and one-time passwords).

15. Order of Precedence. In the event of any conflict between the provisions of the Agreement that apply to this Security Addendum and the provisions of this Security Addendum, such provisions of this Security Addendum will prevail.

ATTACHMENT J

ATTACHMENT – RINGCENTRAL OnLine Terms

This Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Services to Customer.

1. Attachment Overview

The Master Services Agreement contains within it hotlinks to online terms and conditions (Online Terms) that are incorporated into the Agreement by reference. Customer desires to have a version of such Online Terms as they exist as of the Effective Date of the Agreement attached to the Agreement in hardcopy form. RingCentral is willing to attach such Online Terms as set out in this Attachment with the understanding that (i) they are presented here as a convenience to Customer, and (ii) subject to Section 2 below, in the event of a change in any such Online Terms subsequent to the Effective Date of the Agreement, such changed Online Terms shall replace and supersede those set out in this Attachment.

2. Changes to Online Terms

RingCentral may update the Online Terms from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not required by Law, Customer must inform RingCentral of its objection within ten (10) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, Customer may terminate the portion of the Services affected by the change without penalty by written notice to RingCentral. Any use of the Services after the effective date will be deemed Customer’s acceptance of the change.

3. Those Online Terms Incorporated into the Agreement by Reference and Set Out Herein

Exhibit A	MSA_2.b.i_RingCentral, Inc. Terms and Conditions of Sale of Hardware
Exhibit B	MSA_2.b.ii_RingCentral Phone Lease Program and Rental Agreement
Exhibit C	MSA_5.A_Technical Sufficiency Criteria _ RingCentral
Exhibit D	MSA_5.B.i_Acceptable Use Policy _ RingCentral
Exhibit E	MSA_5.B.ii_Emergency Services _ RingCentral
Exhibit F	MSA_5.B.iii_Numbering Policy _ RingCentral
Exhibit G	MSA_9.A_Privacy Notice _ RingCentral

EXHIBIT A

RingCentral, Inc. Terms and Conditions of Sale of Hardware

SOURCE: MSA_2.b.i <https://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>

1. Definitions

- a. Where used in these Terms and Conditions of Sale of Hardware:
 - i. **"Authorized Representative"** means any person who holds the job title and office of General Manager, Finance Director or Vice-President.
 - ii. **"Customer"** means you or any of your subsidiaries purchasing Product from RingCentral.
 - iii. **"Conditions"** means these Terms and Conditions of Sale.
 - iv. **"Contract"** means any agreement for the purchase and sale of Products between RingCentral and Customer which result from a Purchase Order submitted to and accepted by RingCentral under these Conditions.
 - v. **"Contract Date"** means the date upon which a Purchase Order is accepted by RingCentral.
 - vi. **"Force Majeure"** means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind or any other causes which, in all cases, are beyond the reasonable control of RingCentral (including delay or shortages by its Suppliers).
 - vii. **"Products"** means the hardware, software, or any combination thereof, and related documentation, identified in the Website, <https://www.ringcentral.com/office/voip-phone.html> which are made available for purchase and/or license by Customer pursuant to a Contract. Products shall be new or like-new, unless Customer requests refurbished Product. RingCentral will fulfil Purchase Orders for refurbished Product to the extent RingCentral has refurbished Product available.
 - viii. **"Purchase Order"** means Customer's submission of a written or electronic order for Products through the Website or other documentation indicating name, quantity and pricing of Products to be purchased.
 - ix. **"RingCentral"** means RingCentral, Inc. and its subsidiaries.
 - x. **"Supplier"** means the supplier, licensor, publisher, manufacturer or other third-party provider of Products.
 - xi. **"Website"** means the portal hosted by RingCentral through which Products are made available for purchase.
- b. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term "including" will always be deemed to mean "including, without limitation", (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (iv) any headings in these Conditions are for convenience only and shall not affect the interpretation of any terms.

2. General Ordering Terms.

- a. Customer may purchase Products under these Conditions by issuing a Purchase Order to RingCentral. Only a Purchase Order submitted by Customer shall constitute an offer to contract subject to these Conditions. All Purchase Orders are subject to acceptance by RingCentral.
- b. No additional or alternative terms or conditions or any alteration to these Conditions proposed by the Customer contained or referred to in a Purchase Order or other form submitted to RingCentral shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of RingCentral with respect to that Purchase Order.

- c. Customer's subsidiaries shall be defined as any entity which the Customer controls or owns more than 50% of its shares. Customer guarantees full and prompt payment to RingCentral of any sums as they fall due for any Purchase Orders placed hereunder by Customer's subsidiaries.

3. Cancelling & Rescheduling Purchase Orders.

Except as set forth below, no Purchase Order which has been accepted by RingCentral may be cancelled or rescheduled by Customer except with written agreement by RingCentral.

4. Limited Product Return Right.

- a. Product may be returned by Customer for any reason within thirty (30) days of delivery of the Product ("**Return Period**"), and RingCentral will accept the return and provide a refund to Customer of the price paid by Customer for the Product, or a lesser amount depending on the condition of the returned Product, as set forth below. The refund shall also include taxes and any fees, duties and similar charges that were paid by Customer to RingCentral and refundable. The refund will not include the shipping fees associated with the purchase of the Product. The amount of the refund will be dependent on the condition of the returned Product, such condition determined solely by RingCentral. If the Product is, in RingCentral's sole discretion, in such a condition that it cannot be resold, no refund will be provided. Customer shall contact RingCentral to arrange for any such return. All returns under this Section 4 are subject to a processing fee (which includes shipping charges to return the Product) (a "**Return Processing Fee**") of thirty Canadian dollars (CDN\$30.00), fifteen British pounds (£15.00), eighteen Euros (€18.00), or twenty-five US dollars (US\$25.00) or its equivalent for any other currency, that shall be charged to Customer by RingCentral. The Return Processing Fee will be assessed on each returned Product and will be collected at the time of processing Customer's return request

5. Prices

- a. The price of Products on the Contract Date shall be the quoted price. All prices and charges are exclusive of the cost of shipping, delivery and insurance, if any, as well as applicable value added tax (VAT), sales, use, consumption, privilege, gross sales tax (GST), and other taxes (other than taxes based upon RingCentral's net income), duties or customs fees for which the Customer shall be additionally liable for paying. In addition, prices exclude any copyright levies, waste and environment fees and similar charges that RingCentral by law or statute may charge or collect upon in accordance with such laws or statutes.
- b. Customer will be responsible for any sales, uses, excise, value added, services, consumption, and other taxes and duties payable by Customer on any Products purchased by Customer where the tax is imposed on Customer's acquisition or use of such Products and the amount of tax is measured by Customer's costs in acquiring such goods or services. Customer shall make all payments of any such taxes to RingCentral without reduction for any withholding taxes, which shall be Customer's sole responsibility. All taxes shall be paid by Customer to RingCentral unless Customer provides RingCentral with a valid certificate of exemption acceptable to the appropriate taxing authority.

6. Invoicing and Payment.

- a. Customer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Customer on the date that Products are shipped. Invoices shall be issued by RingCentral to Customer upon delivery of the Products in accordance with Section 7.
- b. Customer shall make payment to RingCentral in the currency indicated on the invoice.
- c. All express deliveries may be subject to additional shipping charges regardless of invoice value.

- d. If: (i) Customer fails to make any payment under any Contract when due; (ii) Customer is a body corporate and any resolution or petition to wind up Customer's business (other than for the purpose of amalgamation or reconstruction) is passed or presented; or (iii) Customer is an individual or a partnership, and any grounds arise for the application for a bankruptcy order made under applicable bankruptcy and/or insolvency laws (an "Act of Bankruptcy"), then, without prejudice to any other right or remedy available to RingCentral, the full price of all Products delivered to Customer under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed credit terms) and RingCentral may take any or all of the following courses of action:
 - i. by notice, suspend or terminate any Contract or any part thereof, without liability, stop any Products in transit and, at its discretion, subject to Section 8, enter Customer's premises to recover Products for which payment has not been made in full;
 - ii. charge Customer interest, both pre- and post- judgment, on any unpaid amount past due, at the rate of 2.5% per month, or the maximum rate allowed by law, until full payment is made. For clarity, a part of a month shall be treated as a full month for the purpose of calculating interest;
 - iii. set-off any amounts due against any credit note, balance or other liability issued by RingCentral to Customer;
 - iv. appropriate any payment made by Customer for such Products as RingCentral may deem fit (notwithstanding any purported appropriation by Customer); and/or
 - v. alter Customer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Customer through the provision of a bank guarantee.

7. Delivery, Risk of Loss, and Title

Customer agrees that all deliveries of Products (including deliveries after repair or replacement) will be made as follows:

- a. **Delivery.** Unless RingCentral provides Customer with express written confirmation of a different delivery term, all deliveries of Products will be made FCA (INCOTERMS 2010) at the delivery point specified by RingCentral. Notwithstanding the agreed delivery term, RingCentral may charge Customer for shipping and handling charges, which may be reflected as a separate line item on RingCentral's invoice.
- b. **Title and Risk of Loss.** Title and Risk of Loss to all Products will pass to Customer when the Products are transferred to a carrier at RingCentral's designated shipping location. Title to Software provided under this Agreement will remain solely with RingCentral and its licensors. Notwithstanding the foregoing, should Customer fail to pay RingCentral for Products within thirty (30) days of shipment, Title may, in RingCentral's sole discretion revert back to RingCentral upon written notice to Customer.
- c. Any dates quoted for delivery of the Products are approximate only and RingCentral shall not be liable for any delay in delivery of the Products however caused. Any Products may be delivered by RingCentral in advance of the quoted delivery date upon giving reasonable notice to Customer.
- d. If the destination of the Products is not in the same country as RingCentral's designated shipping location, RingCentral may arrange on behalf of the Customer, for its shipping vendor to deliver the Products in the destination country. The foregoing is in the understanding that: i) the shipment of the Products to the destination country is permitted by RingCentral, its Supplier, OEMs, and applicable regulations; ii) the delivery term will remain FCA (Incoterm 2010) RingCentral's designated shipping point; iii) Customer remains responsible for all charges as described in Section 5(a); iv) RingCentral shipping agent accepts to manage the exportation and importation of the Products for the Customer; and, v) Customer will remain responsible for

import and export regulations and compliance with applicable laws, including without limitation Section 15 Compliance with Laws of these terms.

- e. Claims for non-delivery of Products must be made in writing to RingCentral within five (5) working days from: (i) the date of invoice; or (ii) receipt of partial delivered of the Products, if any. Customer agrees to notify RingCentral promptly in the event Customer receives the invoice prior to receipt of the Products.
- f. Customer agrees to accept partial delivery of Products ordered unless otherwise mutually agreed by the parties in writing. Where the parties agree in writing that a shipment must be sent complete, Customer agrees to accept allocations of Product in the event of shortage by Supplier. Where the Products are delivered in installments, each delivery shall constitute a separate Contract. Failure by RingCentral to deliver any one or more of the installments in accordance with these Conditions or any claim by Customer in respect of any one or more instalments shall not entitle Customer to treat a Contract as repudiated or to cancel any other instalment.
- g. If Customer fails to take delivery of the Products within 48 hours after the scheduled date of shipment, or fails to give RingCentral adequate delivery instructions in its Purchase Order, then, without prejudice to any other right or remedy available, RingCentral may: (i) store the Products until actual delivery and charge Customer for the reasonable costs thereof, including insurance costs; (ii) terminate the Contract forthwith and sell the Products; or (iii) ship the Products by a freight forwarder to Customer's business location business location indicated in the correspondent purchase order with Customer remaining responsible for all reasonable freight and insurance costs. Title and Risk of Loss will pass when the Products are transferred to the freight forwarder at RingCentral's, or its Supplier's, designated shipping location.
- h. Customer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.
- i. Customer's right to possess any Products, for which payment has not made shall immediately cease: (i) after the appointment of a receiver to its property; (ii) after it has been placed in liquidation or administration; (iii) when and if Customer makes an arrangement for the benefit of creditors generally, suffers or permits the appointment of an administrator, administrative receiver or receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws; (iv) if Customer is unable to pay its debts within the meaning of applicable bankruptcy and insolvency laws; (v) if Customer, not being a company, has become bankrupt; or (vi) if Customer otherwise ceases to trade or threatens to cease to trade.

8. Publications & Specifications.

Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of RingCentral or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Customer and RingCentral. No employee or agent of RingCentral (or any entity acting on RingCentral's behalf) has any authority to make any representation regarding the Products. Customer acknowledges that it has not been induced to accept these Conditions by any representations or statement, oral or written, not expressly contained herein.

9. Warranty

- a. Customer understands that RingCentral is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms. RingCentral will pass through to Customer all

warranties that RingCentral is expressly authorized by the original Supplier to pass through to Customer.

- b. RingCentral represents and warrants that title to all Products shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and RingCentral does not provide, any warranty against infringement of a third-party intellectual property right. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

10. Warranty Assistance.

- a. For all Returned Products (whether pursuant to a Warranty Claim or otherwise) RingCentral will, on the Customer's behalf, initiate an RMA request with Supplier. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange (an "RMA").
- b. Customer shall immediately notify RingCentral if any Products supplied to Customer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim"). Upon receipt of notification of such Claim, RingCentral shall notify Customer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through RingCentral. In the event the Claim must be handled directly between Customer and Supplier, RingCentral shall provide contact information to enable Customer to contact Supplier. In the event the Claim will be handled by RingCentral, then RingCentral shall provide Customer with a return material authorization ("RMA") for Customer to return the Products to RingCentral, and Customer shall return such Products to RingCentral in accordance with these Conditions and RingCentral's then current RMA policy (which shall be made available to Customer upon request).
- c. No Products may be returned to RingCentral without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. RingCentral shall not be obligated to ship replacement Products to Customer until RingCentral is in receipt of the original Products being returned. Notwithstanding the foregoing, upon receipt of notification of any warranty claim within the first ninety (90) days after receipt of the Product by Customer, RingCentral shall process such warranty claim per Supplier procedures and ensure the shipment of a replacement Product to Customer. Replacement Product may be new or used. After the first ninety (90) days from receipt of the Product by Customer, and unless otherwise directed by RingCentral, the Customer must contact the Supplier directly for any warranty repair or replacement services.
- d. During the first ninety (90) days after Customer's receipt of the Product, RingCentral is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective Product and shipment of the replacement Product). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.
- e. Customer agrees that RingCentral's sole liability to Customer regarding any Product defect claims is limited to the administration of such claims with the Supplier, and as set forth herein. After the first ninety (90) days from Customer's receipt of Product, RingCentral's liability to Customer regarding any Product defect claims is limited to and is expressly contingent upon RingCentral's ability to obtain a refund, credit or replacement Products from the Supplier. RingCentral has no obligation to accept a return of Products where the Customer fails to comply with Supplier's policy on Product returns.
- f. RingCentral shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance

with Supplier's Product documentation, modification or alteration not authorized by Supplier, or use in conjunction with a third party product. RingCentral reserves the right to determine whether any Products are defective.

11. Warranty Returns

- a. Any Products returned pursuant to an RMA issued by RingCentral must be shipped to RingCentral within seven (7) working days of the date of such RMA. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange.
- b. Customer irrevocably authorizes RingCentral to carry out any necessary tasks related to the repair or replacement of Products on behalf of Customer under these Conditions.
- c. Unless RingCentral collects Products using its own carrier, Customer agrees that RingCentral shall not be liable for any loss or damage to Products returned to RingCentral.

12. Limitation of Liability

- a. RINGCENTRAL'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT THESE CONDITIONS AND ANY CONTRACT FOR THE SALE AND PURCHASE OF PRODUCTS HEREUNDER SHALL BE LIMITED TO AND SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES). RINGCENTRAL SHALL HAVE NO LIABILITY UNDER THESE CONDITIONS OR ANY CONTRACT IF RINGCENTRAL HAS NOT RECEIVED PAYMENT OF THE TOTAL INVOICE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.
- b. EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, RINGCENTRAL AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE CAUSED TO CUSTOMER BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, DAMAGE TO REPUTATION OR GOODWILL, OR ANY MATTER BEYOND ITS REASONABLE CONTROL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY THE NEGLIGENCE OF RINGCENTRAL, ITS EMPLOYEES, AGENTS, SUPPLIERS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THESE CONDITIONS OR A CONTRACT HEREUNDER, EVEN IF RINGCENTRAL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES.
- c. Nothing contained herein shall be construed as excluding or limiting RingCentral's liability for death or personal injury caused by RingCentral's negligence, or willful misconduct.

13. Intellectual Property Rights

- a. Customer acknowledges that the Products are the intellectual property of the Suppliers and, to the extent any logos, copyrights, trademarks, or similar intellectual property of RingCentral or its partners are affixed to Products, RingCentral or its partners, as applicable. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Customer. Customer further agrees not to translate, reverse compile or disassemble any software. Customer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products.
- b. Customer understands and agrees that RingCentral will not and has no duty to indemnify, defend or hold Customer or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights, except and only to the extent that a Supplier has expressly agreed to offer such indemnification and

defense to Customer on a pass through basis. In addition, RingCentral will pass through to Customer all indemnities made available by Supplier that Supplier has expressly authorized RingCentral to pass through to Customer.

- c. Nothing contained herein shall be construed as authorizing or granting to Customer any right or license to use any logo, trademark or trade name of RingCentral, or any Supplier, any license of which shall be subject to separate agreement including any then current policies of RingCentral, or its Suppliers, as appropriate.

14. Force Majeure

- a. Neither party shall be liable to the other party or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure.
- b. In the event of a Force Majeure event: (i) the party claiming Force Majeure shall, as soon as commercially practicable, notify the other party of such Force Majeure event provided the notifying party shall incur no liability for its failure to give such notice; (ii) the notifying party's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of performance for the party impacted by the Force Majeure event shall be extended by a period equal to the duration of said Force Majeure event.
- c. In the event a Force Majeure event should continue for more than ninety (90) days, either party may, by written notice to the other, cancel a Contract insofar as Products remain undelivered under said Contract. Upon such cancellation, RingCentral shall have no obligation to deliver and Customer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered prior to the date of cancellation.

15. Compliance with Laws; Export

- a. Customer acknowledges that the Products and any technical data related thereto is licensed or sold subject to and controlled by the export laws of: (i) the United States ("US") including its Export Administration Regulations; (ii) the European Union ("EU") and countries within the European Free Trade Area ("EFTA"); and (iii) any other government with jurisdiction (collectively the "Export Control Laws") and Customer hereby agrees not to export, re-export or otherwise distribute Products, or direct products thereof, in violation of any Export Control Laws. Customer acknowledges that the US government and/or the member states of the EU and EFTA, or another country's government, may require licensing or other authorization prior to export.
- b. Customer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Customer has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. Customer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to prohibited companies or individuals, as defined by applicable Export Control Laws.
- c. It is Customer's sole and exclusive responsibility to obtain any and all appropriate approvals from the applicable government entities, which may include the US government, the United Kingdom, and/or member states of the EU and EFTA or any other government with jurisdiction, prior to exporting such Products, or any technical data related thereto, from the country where the Products were delivered by RingCentral pursuant to Section 7. Customer will also be responsible to comply with the importation regulations applicable in the country of destination of the Products. RingCentral shall not be responsible for any costs, importation duties, liabilities or damages resulting from Customer's failure to obtain any such required authorization.

Customer understands that the Export Control Laws and importation laws may change from time to time. It is Customer's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.

- d. Customer and RingCentral warrant they will not take any action or permit or authorize any action which will render the other party liable for a violation of any applicable anti-corruption and anti-bribery laws and: (a) will not violate or cause the other party to violate such laws in connection with the sale and distribution of the Products; and (b) will notify the other party in writing if any of its owners, partners, principals, directors or officers are or become officials, officers or representatives of any government or political party or candidate for political office.
- e. Customer shall comply with all applicable laws pertaining to hazardous substances, and electric or electronic waste, which may include, but is not limited to, EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instated within each country into which Products are imported, exported or otherwise distributed by Customer, such obligation which shall include registering as a "producer" under applicable WEEE legislation.
- f. Customer shall indemnify, defend and hold RingCentral harmless from any violation or alleged violation by Customer of the terms of this Clause. Upon RingCentral's request, Customer agrees to confirm, in writing, its compliance with applicable Export Control Laws and applicable importation regulations.

16. Additional Terms of Sale

- a. Notwithstanding anything to the contrary herein, RingCentral and its Suppliers reserve the right to make any changes in the specifications of the Products, without notice to Customer, which are required in order to conform to any statutory or other legal requirements or which do not materially affect the performance of the relevant Products.
- b. Any Products which are subject to guidelines, restrictions or provisions imposed by a Supplier are sold, supplied and delivered to Customer subject to any such guidelines, restrictions or provisions, which will be provided to Customer upon request.

17. Choice of Law & Venue

- a. These Conditions, and any Purchase Order placed under them shall be governed by the laws and be subject to the exclusive jurisdiction of the courts set forth below.
- b. For Purchase Orders submitted to RingCentral UK Limited: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order or a Contract, will be governed by and intended to be construed under the laws of England and Wales. Any related action, lawsuit, or proceeding shall be brought in and adjudicated by the by the courts of England and Wales.
- c. For Purchase Orders submitted to RingCentral Inc, or any other RingCentral's subsidiary or affiliate: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order, or a Contract, will be governed by New York State laws, excluding Conflict of law principles. The parties agree that Supreme Court of the State of New York, New York County, or the United States District Court for the Southern District of New York, shall have sole and exclusive jurisdiction and venue over any matter arising out of these Conditions and any orders placed under them, and each party hereby submits itself and its property to the venue and jurisdiction of such courts.
- d. The UN Convention on Contracts for the International Sale of Goods does not apply.
- e. Each party waives any right it may have to claim that the chosen jurisdiction under these Conditions is not a convenient forum and expressly waives any right to a jury trial regarding

disputes related to these Conditions.

18. Miscellaneous.

- a. **Assignment.** Customer may not transfer or assign these Conditions to a third party by operation of law or otherwise without the prior written consent of RingCentral. RingCentral may assign any Purchase Order or these Conditions, in whole or in part without the consent of the Customer. RingCentral shall endeavor to provide prompt notice of any assignment to the Customer. Any assignment in violation of this Section shall be void.
- b. **Waiver.** Failure by either party to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to thereafter enforce that or any other provision of these Conditions or a Contract.
- c. **Severability.** In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Conditions will remain in full force and effect.
- d. **Notices.** All notices shall be in writing and shall be sufficiently given if delivered by email to Customer's registered address in its RingCentral Admin Portal, personally or by a reputable overnight carrier with proof of delivery or mailed by registered mail to Customer at the address provided by Customer in Customer's RingCentral Admin Portal, and to RingCentral, Inc. at 20 Davis Drive, Belmont, CA 94002, Attention: Legal Department or to such other address or addressee as either party may, from time to time, specify by notice in accordance with this Clause. Notices shall be deemed given upon receipt by the addressee.
- e. The Customer has requested these terms be drawn up in English. *Le client a exigé que les présentes Conditions Générales soient rédigées en anglais.*

19. Entire Agreement

These Conditions constitute the entire agreement between the parties as to the subject matter hereof and supersedes and cancels any and all of Customer's terms and conditions, or other written or oral agreements previously existing between the parties and/or their affiliates with respect to such subject matter. Customer acknowledges that it is not entering these Conditions on the basis of any representations not expressly contained herein. Every Contract for the sale and purchase of Products as defined herein between RingCentral and the Customer or any of its subsidiaries shall be subject to these Conditions, unless Customer and RingCentral have signed a separate agreement regarding the subject matter herein, in which case the separate agreement will govern. Customer shall be deemed to have accepted these Conditions by the earlier of: (i) indicating acceptance to these Conditions through the Website, (ii) submitting a Purchase Order through the Website; or (iii) accepting Products from RingCentral.

EXHIBIT B

RingCentral Phone Lease Program and Rental Agreement

SOURCE: MSA_ 2.b.ii <https://www.ringcentral.com/legal/lease-rental.html>

Last Updated: August 3, 2017

RingCentral's Phone Lease Program and Rental Agreement ("Rental Agreement") is available to those customers who have entered into a written contract for the purchase of RingCentral Office Services (hereafter, the RingCentral Office Plan Purchase Agreement) with a minimum Initial Term of at least twenty-four (24) months and a Renewal Term of at least twelve (12) months. For clarification, the Rental Agreement must be conterminous with the RingCentral Office Plan Purchase Agreement and for an Initial Term of at least twenty-four (24) months, and the customer must enter into the Rental Agreement at the same time as the Start Date of the RingCentral Office Plan Purchase Agreement. This Phone Rental/Lease Program is offered and available to United States Residents only.

This Rental Agreement, when entered into, will form part of the RingCentral Office Plan Purchase Agreement, the terms of which are incorporated herein by reference, including, without limitation, all defined terms.

Any capitalized terms not defined herein will have the same meaning as in the RingCentral Office Plan Purchase Agreement, as applicable.

Rental Services

This Rental Agreement is for the rental of certain telephone hardware (each a "Rental Device") from RingCentral (collectively, the "Rental Services"). RingCentral charges a recurring monthly fee for each Rental Device (collectively, the "Rental Fees"). As a part of your recurring bill from RingCentral, you agree to pay the Rental Fees for all Rental Devices, using the same payment method and payment period as your payments for RingCentral Office Services, as defined in your RingCentral Office Plan Purchase Agreement. RingCentral will pro-rate the Rental Fees for any equipment that is rented, for the initial period from the start of the rental period until the end of then-current billing period for the Office Services, and the start of the rental will begin on the date a Rental Device is recorded as delivered by a designated courier (the "Rental Start Date").

The Rental Services with respect to a Rental Device shall commence on the Rental Start Date and terminate upon the earliest to occur of (a) either Party delivers written notice of termination of this Agreement to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being at the end of the Office Services billing period in which the end of such 30 day period occurs, (b) the termination of the RingCentral Office Plan Purchase Agreement. Notwithstanding the above, at any time within thirty (30) days after the Rental Start Date, you may terminate the Rental Services with respect to a Rental Device immediately upon written notice from you to RingCentral, without paying any Rental Fees for such Rental Device.

Upon any termination of the Rental Agreement or Rental Services, you agree to return or purchase a Rental Device (including all accessories and materials that were provided with the primary hardware device) consistent with RingCentral's written instructions and in accordance with the Return or Purchase Rights section of this Rental Agreement, and that Rental Device will no longer be considered a Rental Device upon the completion of a return or purchase. If you do not return a Rental Device (subject to RingCentral's inspection and acceptance of the returned Rental Device in its reasonable discretion) within thirty (30) following the termination of the Rental Services for such Rental Device, you will be deemed to

have purchased that device at a purchase price equal to (1) during the first 12 months after you received the Rental Device, 100% of the Rental Device's then-current RingCentral list price shown on RingCentral's web site, or (2) after such 12 month period, 80% of such list price, and you agree to pay the applicable purchase price.

If you wish to upgrade a Rental Device, the replacement of the current Rental Device shall be deemed a termination of the Rental Services with respect to the current Rental Device and be subject to the termination provisions hereof, including the return or purchase provisions for the Rental Device set forth in the Return or Purchase Rights section of this Rental Agreement; provided that the Rental Services for the current Rental Device shall be deemed to terminate, and the Rental Services of the replacement Rental Device shall commence, on the date the replacement Rental Device is recorded as delivered by a designated courier.

The Rental Fees for the Rental Services do not include additional services you may select, taxes, fees, international usage, and other additional services. Sales tax varies by jurisdiction of purchase or rental and may be calculated based on full retail price or RingCentral cost price, as determined by the tax law in the jurisdiction of purchase or rental.

Rental Devices Ownership; Damage and Loss RingCentral is and will remain the owner of each Rental Device unless title is conveyed to you in writing following RingCentral's confirmation to you of its receipt of your payment in full of the purchase price for the Rental Device. You will not grant any third party any right to use, possess, or control any Rental Device, sublease any Rental Device, attempt to dispose of any Rental Device, grant any interest or right in a Rental Device to any third party, or otherwise do anything that undermines RingCentral's ownership of each Rental Device. RingCentral may, without notifying you, assign RingCentral's interest in any Rental Device, and in that event, RingCentral's assignee will have all of RingCentral's rights in the Rental Device under this Agreement, but none of RingCentral's obligations. You agree not to assert against RingCentral's assignee any claims, offsets, or defenses you may have against RingCentral. Upon RingCentral's request, you will execute and deliver to RingCentral any documents or forms for protecting RingCentral's ownership and interest in each Rental Device, including finance statements under the Uniform Commercial Code.

Upon receipt of each Rental Device, you will examine each Rental Device, and unless you notify RingCentral within five business days of your receipt of a Rental Device to any issue with a Rental Device, each Rental Device is deemed to be in good working order at the time of receipt. In the event that any Rental Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you will immediately notify RingCentral in writing and pay RingCentral a purchase price equal to (1) during the first 12 months after you received the Rental Device, 100% of the Rental Device's then-current RingCentral list price shown on RingCentral's web site, or (2) after such 12 month period, 80% of such list price. This obligation does not apply to any damage to a Rental Device that is covered by the manufacturer's warranty.

Rental Device Usage

You will ensure that: (a) each Rental Device will only be used in a careful and proper manner and in accordance with the written instructions provided with it by RingCentral, as may be updated by RingCentral or the manufacturer of the Rental Device from time to time; (b) each Rental Device will be used with due care and will not be defaced, modified, or used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) each Rental Device must remain within the United States and may not be exported or re-exported to any country contrary to U.S. export laws; (d) any regulatory or certification markers affixed to a Rental Device may not be removed, defaced, or otherwise obstructed; and (e) each Rental Device will only be repaired subject to

RingCentral's express written authorization and in accordance with RingCentral's instructions and requirements.

Return or Purchase Rights

Returns

When you return a Rental Device, you agree to return a fully functional and non-damaged Rental Device to RingCentral, at your risk and cost, and you agree that, to the extent that you do not do so, you will be obligated to pay RingCentral a thirty-five dollar (\$35.00) re-stocking fee. You agree to pay all shipping and handling charges related to any Rental Device and related hardware returns.

All Rental Devices and related hardware must be fully functional, include all components, manuals, peripheral devices, and all other accessories that were originally shipped with the Rental Device. At our discretion, we may decline your return or charge you an additional fee of thirty dollars (\$30) for each missing item or for each item that we determine is damaged or not in good working condition.

Before returning any Rental Device or hardware that has data in its memory, please transfer all files you wish to retain to another file source. Once the hardware is returned, your files cannot be recovered and you release us of any liability for any lost, damaged, or destroyed files, data, or other information.

Purchases

You may purchase a Rental Device at any time following 12 months from the date you received the Rental Device. You agree to purchase the Rental Device for 80% of the Rental Device's then-current RingCentral list price shown on RingCentral's web.

Other Remedies

If you are obligated to return or purchase a Rental Device subject to this Return or Purchase Rights section of this Rental Agreement, and you have not returned a Rental Device or you have defaulted in any obligation to pay the purchase price due for a Rental Device to be purchased, RingCentral may, in addition to those remedies available at law, in equity, or as otherwise set forth in this Agreement, take possession of any or all Rental Devices without demand, notice, or legal process, wherever each Rental Device may be located, and you hereby waive any and all damages occasioned by that taking of possession.

Warranty Disclaimer

EACH RENTAL DEVICE AND ANY TELEPHONE HARDWARE PURCHASED IN CONNECTION WITH THIS RENTAL AGREEMENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND RINGCENTRAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY RENTAL DEVICE WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF ANY RENTAL DEVICE SHALL BE BORNE SOLELY BY YOU.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

General Terms

You authorize us to collect any payment owed by you hereunder from your payment method, as provided in your RingCentral® Office Plan Purchase Agreement. This Rental Agreement, which is subject to and incorporates by reference the RingCentral® Office Plan Purchase Agreement constitutes the complete, final, and exclusive embodiment of the entire agreement between you and the Company regarding the Rental Services. In signing the Agreement, the undersigned represents to RingCentral that the undersigned has full power and authority to perform all of its obligations hereunder. This Rental Agreement is the binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms.

RingCentral may, in its discretion, update or change the terms and conditions of this Rental Agreement, and the version of this Rental Agreement applicable to each Rental Device, is the version of this Rental Agreement then in effect at the start of the rental for that Rental Device, including the start of the rental for an upgrade Rental Device. This Phone Rental/Lease Program is offered and available to United States residents only. Customer must agree to a Service Commitment Period for RingCentral Office Services with an Initial Term of at least 24 months to be eligible to participate in the Phone Rental/Lease Program.

EXHIBIT C

RINGCENTRAL'S TECHNICAL SUFFICIENCY CRITERIA

SOURCE: MSA_ 5.A <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>

Last Updated: March 15, 2018

Use of RingCentral products and services (collectively, “**Services**”) is dependent on meeting these Technical Sufficiency Criteria. These Technical Sufficiency Criteria are incorporated into and made a part of the applicable Service Agreement.

The Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection. Use of the Services with any network, services, or connection not compatible with the Services may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilizing the same network, services, or connection. Likewise, 2G, 3G, or LTE networks are not recommended for use with the Services. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection.

To minimize unauthorized use, Customer should (a) disable international calling for all Digital Lines, extensions or Accounts for which such calling activity is not needed or not authorized; (b) restrict international calling destinations to those that are needed and authorized; (c) block inbound calls from any caller and area codes from which Customer does not wish to receive calls and block inbound calls with no caller identification if appropriate; (d) disable attachment of facsimile image and voicemail audio files to message notification emails associated with Customer’s Account(s) and/or individual Digital Lines or extensions for which such functionality is not required and to the extent that such files may include sensitive or confidential content.

EXHIBIT D

RINGCENTRAL ACCEPTABLE USE POLICY

SOURCE: MSA_ 5.B.i <https://www.ringcentral.com/legal/acceptable-use-policy.html>

Last updated: May 22, 2018

Any and all use of RingCentral Services is subject to and conditioned upon compliance with the following Acceptable Use Policy ("AUP"). If you have an Agreement with RingCentral, this AUP is incorporated into and made a part of your Agreement with RingCentral.

The Services (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:

- **Illegal activity.** Violate any applicable law, including U.S. federal, state, or local laws or regulations, or any applicable law or regulation of any foreign jurisdiction.
- **Infringing activity.** Infringe, misappropriate, or otherwise violate RingCentral's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use RingCentral's marks without consent or in violation of RingCentral policies.
- **Auto-dialing; trunking; traffic pumping.** Perform auto-dialing or "predictive dialing" in an abusive manner; trunk or forward your RingCentral phone or fax number to other numbers that handle multiple simultaneous calls or to a private branch exchange (PBX) or a key system; traffic pumping or access stimulation of calls through the Services or the RingCentral Network.
- **Minors.** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).
- **Interference; transmit viruses.** Interfere, inhibit, compromise, or otherwise harm the Services or the RingCentral Network (regardless of intent or knowledge); transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- **Objectionable activity.** Act in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner; or create a false caller ID identity (i.e., ID spoofing), forge addresses or headers, or otherwise mislead others about a sender's identity or origin.
- **Driving; safety.** Use while driving or otherwise in an unsafe manner.
- **Harvest information; spam; bulk messages.** Harvest or collect information about third parties or End Users without consent; send bulk communications or other content without the recipient's consent.
- **Excessive or unauthorized use.** Use any device, system, network, account, plan, or the Services in an unauthorized manner or in excess of reasonable business use.
- **Circumvent compliance or security.** Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.

- **Interception.** Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.

Resale Prohibited. Customer may not sell, resell, sublease, assign, license, or sublicense the Services or any component thereof or use or offer the same on a service-bureau or time-sharing basis.

High Risk Use Prohibited. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. CUSTOMER SHALL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.

The list above is not exhaustive or exclusive. For purposes of this AUP, “End User” means an individual user of the Services, and may be a natural person, and may include but is not limited to a Customer’s employees, consultants, clients, external users, invitees, contractors and agents. Except as otherwise provided, terms defined in the Agreement have the same meanings when used in this AUP. The Services must be used only in accordance with and subject to RingCentral’s Emergency Services Policy and Privacy Notice.

RingCentral may act immediately and without notice to suspend or terminate the Services if, in RingCentral’s sole discretion, Customer’s or its End Users’ use of the Services violates the terms of this Acceptable Use Policy.

Customer may cancel any services purchased under this Agreement with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. Except as otherwise provided in the Agreement between the Parties, in the event of a timely cancellation, Customer shall not owe any fees or charges for the services being canceled in respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the services subject to the cancellation. All purchases are final after 30 days.

EXHIBIT E

RINGCENTRAL EMERGENCY SERVICES POLICY

SOURCE: MSA_ 5.B.ii <https://www.ringcentral.com/legal/emergency-services.html>

Operation and Limitations of the RingCentral 911 Service

Date of Last Revision: March 15, 2018

This policy forms part of, and is governed by the Customer Agreement and/or the RingCentral Terms of Service, as applicable. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement or the Terms of Service.

RingCentral provides access to emergency calling services, allowing most RingCentral users to access either basic 911 or Enhanced 911 (E911) service. RingCentral Office users with a Digital Line, using IP Desk Phones or Softphones, can dial 911 directly from their IP Desk Phones or Softphone. **VIRTUAL EXTENSIONS AND MOBILE USERS WITHOUT A DIGITAL LINE CANNOT COMPLETE 911 CALLS.**

Emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using.

1. Registering Your Location

You must register the address of the physical location where you will use each Digital Line with RingCentral immediately upon activation of your End Point. This is your Registered Address. You or your Account Administrator must accurately register each individual line through your Digital Line Settings or the Administrative Portal. You must use RingCentral voice services only at the Registered Address provided for the applicable Digital Line. **If you move a registered device, you must immediately update the Registered Address with the new physical location of the device with RingCentral through the Administrative Portal or in your account settings. If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you.** It may take up to several hours for the address update to take effect. Customers with more than one Digital Line are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each Digital Line, and that their End Users are aware of how the Registered Address can be changed.

2. Service limitations

RingCentral 911 service will not function (i) in the event of an Internet or power outage; (ii) if your broadband, ISP, or RingCentral Service is terminated; and (iii), with respect to only the RingCentral Mobile Application, if you do not have mobile service, as the RingCentral Mobile Application cannot send emergency calls over Wi-Fi access. It is possible that network congestion may delay or prevent completion of any 911 call. You will not be able to complete a 911 call if you move to a physical location outside the country in which your Digital Line is provided, or if you are dialing from a RingCentral number that is not a Canadian or United States number.

Users uncomfortable with any of these limitations should use an alternate means of reaching 911.

3. How it Works

When you dial 911 using voice services from RingCentral, the RingCentral phone number and the Registered Address you have provided is sent to the local emergency center serving your location. In some areas, emergency operators have access to this information; however, in areas where only basic 911 service is available, the emergency operator answering the call may not be able to see your RingCentral telephone number or your Registered Address. You should always be prepared to provide the emergency operator with your RingCentral telephone number and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency operator may not be able to send help to your location and/or call you back should the call be disconnected. RingCentral does not control whether or not the emergency operator receives your telephone number and Registered Address.

In some cases, 911 calls dialed from your RingCentral Office device cannot be directed to the local emergency response center, and are instead directed to a National Emergency Call Center (the “NECC”). That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 911 network. 911 calls that are directed to the NECC may not include your RingCentral telephone number or your registered address. Trained operators at the NECC will request your name, location, and telephone number and attempt to reach emergency responders in your local area. Until you give the operator your phone number, and location, he/she may not be able to call you back or dispatch help to your location if the call is dropped or disconnected.

4. Mobile Applications

Calls to 911 placed through the RingCentral Mobile Application on a smartphone are automatically routed to the native dialer on the smartphone, and the call will be handled by your wireless service provider if wireless service is available. If your wireless service is unavailable, the 911 call cannot be placed. The RingCentral Mobile Application cannot place emergency calls over Wi-Fi access. Emergency dialing is not available through the RingCentral Mobile Application on tablets or other mobile devices without a native phone dialer and a wireless service plan.

In some areas, emergency operators are able to receive text messages sent to 911. Texts to 911 by RingCentral users relying on the RingCentral Mobile Application are automatically directed to the native dialer on the mobile phone, allowing you to send the text through your wireless service provider, if available. If wireless service is unavailable, the text cannot be sent. Text-to-911 is not available on tablets or other mobile devices without a native phone dialer and a wireless service subscription.

5. Notification of Employees, Guests, or Other Users

Customers must notify any employees, contractors, guests, or persons who may place calls using the Services or may be present at the physical location where the Services may be used, of the limitations of RingCentral 911 Service from your RingCentral IP phone, other equipment, or the RingCentral Softphone. Customer must affix a RingCentral-provided sticker warning that 911 services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Services, as required by 47 C.F.R. § 9.5.

6. Disclaimer of Liability for Emergency Call Response

Your use, and use by your employees, guests and other third parties, of RingCentral’s 911 Services are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or your RingCentral telephone number, depends on whether local emergency response centers support those features, and other factors outside of RingCentral’s control. RingCentral

relies on qualified third parties to assist us in routing 911 calls and text messages to local emergency response centers and to the NECC. RingCentral does not have control over local emergency response centers, the NECC, emergency responders, or other third parties. RingCentral disclaims all responsibility for the conduct of local emergency response centers, the NECC, third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by applicable Law, you hereby release, discharge, and hold harmless RingCentral from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 911 call.

Customer indemnifies and holds harmless RingCentral, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User's provision to RingCentral of incorrect information, including physical addresses, or failure to update a Registered Address; (ii) Customer's failure to properly notify any person who may place calls using the Services of the 911 limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any End User to be able to dial 911 or access emergency service personnel for any reason.

EXHIBIT F

RINGCENTRAL NUMBERING POLICY

SOURCE: MSA_ 5.B.iii <https://www.ringcentral.com/legal/policies/numbering-policy.html>

Last Updated: March 15, 2018

Use of voice and/or facsimile services provided by RingCentral is subject to this Numbering Policy. This Numbering Policy incorporated into and made a part of the Agreement.

Customer may obtain new numbers from RingCentral for use with the Services, or may port existing numbers, subject to the terms below.

I. Number Availability

RingCentral makes available phone numbers for use with voice and facsimile services, which Customer may select for assignment to the Customer's Account. RingCentral's listing of a number as available may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment. In the event a chosen number is not actually available, RingCentral may remove such number from an Account.

II. Number Porting

A. Number Port-In Request Procedures.

Customer must keep the its existing service active in order to port a phone number to RingCentral.

In order to request the porting of a telephone or facsimile number into an Account, the Account Administrator for the Account into which you wish the telephone or facsimile number to be ported must log in to the Admin Portal for such Account and complete all steps and provide all information requested as part of the number port-in request process (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by RingCentral.

In order to port more than 100 phone numbers from the same third party service provider account into the RingCentral Account, you must contact RingCentral's Project Porting Department at project.porting@ringcentral.com and comply with their instructions.

B. The Number Porting Process.

In order to request the porting out to another services provider of a telephone or facsimile number currently assigned to an Account, you must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant other services providers, RingCentral, or any other relevant third party. The porting of phone numbers into or out of an Account requires Customer's provision of specific and detailed information to RingCentral and/or other service providers, and procedures imposed by other service providers or RingCentral in order to comply with law and industry standards. Therefore, the completion of any number port request may depend on factors outside of RingCentral's control, including delays caused by Customer and/or other service providers.

C. Unauthorized Port Outs

RingCentral is required by law to comply with any valid porting request. Phone numbers may be ported out from an Account due to acts or omissions of third parties, and it may be difficult or impossible for RingCentral to: (i) prevent such port-outs; (ii) retrieve numbers ported out of an Account; or (iii) port such numbers back into an Account. RingCentral has no responsibility or liability due to such port-outs.

D. Accurate Porting Information

Customer represents and warrants that all information provided in connection with any request to port in or port out numbers to or from the RingCentral Services (including without limitation any information or representations in any Letter of Agency) by Customer or any party acting on its behalf or direction will be true, accurate, and up-to-date.

E. Customer Compliance with Porting Laws

The porting of numbers is subject to telecommunications and other Laws and may be subject to third-party terms and conditions. Customer, and/or any party acting on Customer's behalf, shall not: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.

F. Release of Numbers

In the event of Account termination or cancellation, all telephone numbers associated with the Account which have not previously been ported to another provider may be released. The cancellation of individual Digital Lines may result in the release of the associated numbers if those numbers have not previously been ported to another provider. Customer is solely responsible for working with its new third-party provider to port out any numbers prior to termination or cancellation of Customer's Account or Services, or any individual line.

III. Number Publication by Customer

All new number assignments are provisional until verified by RingCentral and confirmed by Customer. Customer shall not publicize, list, or communicate any number that assigned to the Account, or purchase or invest in any materials or media reflecting any such number unless and until Customer has confirmed that such number(s) is(are) active and functioning as desired. Acceptable methods of confirmation include test calling such number(s) from a non-RingCentral service plan and verifying that the fees and charges that will be incurred in connection with use of such number(s) are acceptable to Customer.

EXHIBIT G

RINGCENTRAL PRIVACY NOTICE

SOURCE: MSA_ 9.A <https://www.ringcentral.com/legal/privacy-notice.html>

Last Updated: November 30, 2018

RingCentral, Inc. and its worldwide subsidiaries are committed to protecting your privacy. This Privacy Notice ("**Notice**"), (collectively "**RingCentral**", "**us**", "**we**", "**our**") explains our privacy practices and provides information on how and why we collect, use and share your personal data through our interaction with you and through our products and services and. when you visit our international websites, available

at www.ringcentral.com, www.ringcentral.ca, www.ringcentral.co.uk, www.ringcentral.sg, www.ringcentral.fr, www.ringcentral.ie, www.ringcentral.nl, www.ringcentral.com.au, and its sub-domains ("**Website**"), our desktop, IP desk phone, and mobile applications ("**Apps**") or use our unified cloud communications and collaboration platform ("**Services**"). The policy also describes your choices regarding use, access, deletion and correction of your personal information.

RingCentral's Privacy Notice applies to Customers (including Customer's End Users) and Users (all other individuals who use the RingCentral products or website) provide directly to us when they use our Website, Apps, or Services. If you have any questions or concerns about our use of your personal information, please contact us using the contact details provided at the bottom of this Notice.

QUICK LINKS

We recommend that you read this Notice in full to ensure you are fully informed. However, if you only want to access a particular section of this Notice, then you can click on the relevant link below to jump to that section.

- [Information we collect](#)
- [Information we use](#)
- [Sharing and disclosure of information to third parties](#)
- [Your privacy rights](#)
- [Third-party sites](#)
- [Blogs and forums](#)
- [Security](#)
- [Data retention](#)
- [International data transfers](#)
- [Children's privacy](#)
- [Updates to this Notice](#)
- [Contact Us](#)

INFORMATION WE COLLECT

The personal information that we may collect about you broadly falls into the following categories:

Information which you provide to us

Certain parts of our Website and Services may ask you to provide certain personal information. The personal information that you are asked to provide, and the reasons you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

We collect information which you provide directly to us when you use our Website, Apps or Services. The
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types of personal information we may collect directly from you include email addresses, postal addresses, phone numbers, employee names, usernames, information about the type of service required, marketing preferences, job titles, credit card payment information, transactional information (including Services purchased), as well as any communications, inquiries, contact or other information you choose to provide during your use of the Services.

When you provide this personal information, we will only use this information for the specific reason for which it is provided. If you believe that one of your contacts has provided us with your personal information and you would like to request that it be removed from our database, please contact us at privacy@ringcentral.com.

Information we collect automatically when you visit our Website or Apps or use our Services

When you visit our Website, or use our Apps or Services, we may collect certain information automatically from your device. In some countries, including in the European Economic Area, this information may be considered personal data under applicable data protection laws:

Usage information – We keep track of your activity in relation to the Website, Apps or Services, the configuration of their computers, and performance metrics related to their use of the Website, Apps or Services. For example, when you use our Services, we may collect:

- 1. Traffic data about the communications that take place through our platform (such as calls, team chat, video conferencing, SMS,) to enable us to transmit those communications effectively and efficiently;
- 2. Network Monitoring data to enable us to maintain the security and agility of our internal networks;
- 3. Log data about you when they use the Services, Website or Apps including Internet Protocol ("IP") address, Internet Service Provider ("ISP"), browser type, referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data to analyze trends in the aggregate and administer the site;
- 4. Device data about any device including mobile phone number and other information related to mobile devices like operating system and model if you use our Services via our Apps. For other devices information collected by cookies and other similar technologies. We use various technologies to collect information which may include saving cookies to your computers;
- 5. Call Detail Records of data record produced by a telephone call or other telecommunications transactions. The record contains various attributes of the call, such as time, duration, completion status, source number and destination number;
- 6. Meta data, which is data created about other data which can include size, formatting, other characteristics of a data item;
- 7. Emails/Communications with us; and
- 8. Billing data, which includes any payment data.

Cookies and other similar technologies – We use various technologies to collect information which may include cookies when you visit our Website or use our Apps or Services. Please see the [RingCentral Cookies Notice](#) for further information.

Information we collect from third parties

We may collect the names, e-mail addresses, postal addresses and city of residence of individuals from third parties to market our products / services to these individuals. This collection of information and marketing is always carried out in compliance with applicable law. We only receive this information where we have checked that these third parties either have your consent or these third parties are otherwise legally permitted or required to disclose your personal information to us.

We may receive personal information about you from other sources, including publicly available databases or third parties from whom we have purchased data, and combine this data with information we already have about you, in accordance with applicable laws. This helps us to update, expand and analyze our records, identify new customers, and provide products and services that may be of interest to you.

We may collect personal information about you from other applications you may use if you choose to integrate RingCentral Apps or Services with other Apps or Services.

INFORMATION WE USE

We may use the information we collect from you for a range of purposes, including to:

- Administer, operate, protect and maintain the Website, Apps or Services;
- Process and complete transactions, and send related information, including transaction confirmations and invoices;
- Manage and improve your use of the Website, Apps or Services;
- Prepare and provide you testimonials regarding the Website, Apps and / or Services;
- To help deliver our Website, Apps, or Services to Customers for service and support;
- Investigate and prevent fraudulent activities, unauthorized access to the Website, Apps or Services, and other illegal activities; and
- For any other purposes about which we notify and receive your consent from you;
- To help personalize your experience and retarget you for advertising purposes;
- Respond to inquiries and requests and to provide you with information and access to resources that you have requested;
- Aggregate and analyze your use of the Website, Apps or Services for trend monitoring, marketing advertising purposes; and
- Send you technical alerts, updates, security notifications, and administrative communications.

We and our third-party marketing service providers may also use the information Customers send to us for our marketing purposes, if this is in accordance with your marketing preferences and applicable law. However, you may opt out of our marketing. For further information, see the "Unsubscribe from our mailing List" section below.

Legal basis for processing personal information (EEA only)

If you are from the European Economic Area (EEA), our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it.

However, we will normally collect personal information from you only where we have your consent to do so, where we need the personal information to perform a contract with you, or where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms. In some cases, we may also have a legal obligation to collect the personal information in question.

If we ask you to provide personal information to comply with a legal requirement or enter into a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information).

Similarly, if we collect and use your personal information in reliance on our or a third party's legitimate interests and those interests are not already listed above (see "Information We Use" section), we will make clear to you at the relevant time what those legitimate interests are.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under the "Contact Us" section below.

SHARING AND DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will not rent or sell personal information about you. We may share and disclose your information that we collect with the following third parties:

- RingCentral or any of its worldwide affiliates consistent with this Notice for data processing;
- Business partners, contractors, vendors, and authorized third party agents, to:
 - Operate, deliver, improve and customize our Services
 - Provide support and technical services;
 - Send marketing and other operational communications related to our Services;
 - Enforce our acceptable use policy;
 - Law enforcement agencies, regulatory or governmental bodies, or other third parties in order to respond to legal process, comply with any legal obligation; protect or defend our rights, interests or property or that of third parties; prevent or investigate wrongdoing in connection with the Website, Apps or our Services;
 - Any third parties in connection with prospective or actual, sale, merger, acquisition, financing or reorganization of our business.
- A list of our current group companies is available here <https://www.ringcentral.com/whyringcentral/contactus.html>

YOUR PRIVACY RIGHTS

Update and access to your information

Where we process personal information collected via our Website or Apps or via our Services for our own account management, billing or marketing purposes and where required by applicable law, we provide individuals with the opportunity to access, review, modify, and delete any such personal information that we process.

Your Privacy Rights as an EEA Person

In addition, if you are from the EEA, you may have broader rights to access and delete your personal information, to object to or restrict processing of your personal information, or request portability of your personal information.

To make such requests, you can send an email to privacy@ringcentral.com or write to us at the mailing address in the "Contact Us" section below. We will consider and handle all requests in accordance with applicable laws.

If we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

You also have the right to complain to your local data protection authority at any time. In general, when processing personal information to provide our Services, we do so only on behalf of our EEA Customers and in accordance with their instructions. This means that if you wish to access, review, modify or delete any personal information we process on behalf of a RingCentral Customer, under applicable EEA law or otherwise, you should contact that Customer with your request. We will then help them to fulfill that request in accordance with their instructions.

Your Privacy Rights as a California Resident

If you are a California resident and receive RingCentral Services or visit our Website or Apps solely as a private individual—in other words, not as the member or representative of a company or other organization—you may have the right to receive a free, yearly accounting of:

- (1) information identifying each third-party company to whom we may have disclosed, within the past year, personal information pertaining to you for our direct marketing purposes; and
- (2) a description of the categories of personal information disclosed.

If you are a California resident who qualifies to receive such an accounting and would like to make one, please email privacy@ringcentral.com

Unsubscribe from our mailing list

You may at any time ask us to remove you from our mailing list by sending us an email at unsubscribe@ringcentral.com, or by visiting <https://go.ringcentral.com/unsubscribepage.html>, or by clicking "Unsubscribe" in any e-mail communications or push notification we send you. We will remove you from our mailing list in accordance with applicable laws.

To request that your phone number be removed from future sales calls, please email unsubscribe@ringcentral.com.

THIRD-PARTY SITES

This Notice does not apply to, nor are we responsible for, the privacy, information or other practices of any third parties, including any third party operating any site or service to which the Website links including but not limited to social media sites. The inclusion of a link on the Website does not imply our endorsement of the linked site or service. You should check the privacy notices of those sites before providing your personal information to them.

BLOGS AND FORUMS

Our Website offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas is public and may be read, collected, and used by others who access them and may remain on the public forum indefinitely. To request removal of your personal information from our blog or community forum, contact us at privacy@ringcentral.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why. We encourage all Users to exercise caution when providing personal information in blogs and community forums.

SECURITY

Keeping your information secure is important to us. We maintain a variety of appropriate technical and organizational safeguards to protect your personal information both during transmission and once it is received. RingCentral has no control over or responsibility for the security or privacy policies or practices of other sites on the Internet you might visit, interact with, or from which you might buy products or Services, even if you visit them using links from our Website.

Please note that no website, mobile app or service is completely secure and so, while we endeavor to protect our Customers' information using the measures described above, we cannot guarantee that unauthorized access, hacking, data loss or a data breach will not occur.

DATA RETENTION

We will retain your personal information for no longer than is necessary to fulfill the purposes for which the information was originally collected unless a longer retention period is required or permitted by law, for legal, tax or regulatory reasons, or other legitimate and lawful business purposes.

Where we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it.

INTERNATIONAL DATA TRANSFERS

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. Specifically, information collected outside the United States, including in the European Economic Area ("**EEA**"), may be transferred to and stored on our servers in the United States, Switzerland, and Netherlands, and potentially in other countries where our group companies and third-party service providers and partners operate. These countries may have data protection laws that are different to the laws in your country (and in some cases, may not be as protective).

However, we have taken appropriate safeguards to ensure that your personal information will remain protected in accordance with this Notice and applicable laws. For example, in respect of personal information originating from the EU and Switzerland, RingCentral has self-certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks. Please [click here](#) to view our Privacy Shield Notice.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, more fully described on the Privacy Shield [website](#), you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

CHILDREN'S PRIVACY

RingCentral does not provide products or services that are designed for use by children under the age of 16, or knowingly collect personal information from or about children under the age of 16. If you believe that a child under the age of 16 has disclosed personal information to RingCentral, please contact privacy@ringcentral.com.

UPDATES TO THIS NOTICE

We may update this Notice from time to time in response to changing legal, technical, or business developments. If we change our Notice, we will post those changes on this page in addition to updating the "Last Updated" date at the top of this webpage. If we make changes, we will notify you more directly, for example by posting a notification or message on the Website or by emailing you prior to such changes taking effect. We encourage you to review this Notice regularly to stay informed of the latest modifications.

CONTACT US

If you have any questions, comments or concerns about this Notice, please e-mail us

at privacy@ringcentral.com. Or, you can write to us at:

RingCentral, Inc.
Attn: Legal Team
20 Davis Drive,
Belmont, California



INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”) and **City of Belmont** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to “RingCentral MVP”, whether in terms of service, advertising or product descriptions, mean “RingEX”.

Customer

City of Belmont

1 Twin Pines Ln
Belmont, CA 94002
United States

Jason Eggers
6505957441
jeggers@belmont.gov

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: May 1, 2026

Initial Term: 60 Months

Renewal Term: 36 Months

Payment Schedule: Monthly

RingEX Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	138	\$14.45	\$1,994.10
DigitalLine Unlimited Advanced		\$9.95	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
DigitalLine Basic	63	\$9.49	\$597.87
DigitalLine Basic		\$4.99	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
Additional Local Number	1	\$0.50	\$0.50
Monthly Recurring Services*			\$2,592.47

One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Yealink T53W Prime Business Phone	87	\$111.80	\$9,726.60
Yealink T54W Prime Business Phone	19	\$133.64	\$2,539.16
One-Time Total			\$12,265.76
Total Initial Amount			\$14,858.23

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the Customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the Customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Free Services Amount

You will receive 14,359.30 US Dollars (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. You will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

Special Terms & Notes

Cooperative Contract

1) **Applicable Agreement.** This Order Form is governed by the RingCentral Master Services Agreement pursuant to the **California Cooperative Agreement, Contract No. 7-17-70-40-03**, Contractor Name: Quest Media & Supplies, Inc. (the "**PA**"). The PA incorporates into it the terms and conditions of the NASPO-ValuePoint / Quest Cooperative **Agreement Number AR2505** for Cloud Solutions, found at: <https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/quest-media-supplies-inc/>, including the terms and conditions of the RingCentral MSA found in Agreement No. AR2505 at its Attachment E - Additional Service Provider Terms and Conditions - https://drive.google.com/drive/folders/180_ZiP_Y_P-SylK3aeAi_jv82iErqePR (the **MSA**).

2) RingCentral, Inc. is named among the FULFILLMENT PARTNERS/ AUTHORIZED RESELLERS set out in Section 9 of the Contract No. 7-17-70-40-03, with Ordering Agency ordering through the California State-Approved Authorized Reseller:

Quest Media & Supplies, Inc.
c/o RingCentral, Inc.
20 Davis Drive
Belmont, CA 94002

3) **A separately executed MSA is NOT required between the NASPO-VP Member and RingCentral.** The following Attachments to the MSA are incorporated into and form a part of the MSA applicable to this Order Form:

- ☒ Exhibit A – Definitions
- ☒ Service Attachment A – RingCentral MVP (fka Office)
- ☒ Attachment E – Service Level Agreement for MVP (fka Office) Services
- ☒ Attachment I – Security Addendum

4) **California Cooperative Agreement Contract Number 7-17-70-40-03** must appear on:

- a. RingCentral quotations to the NASPO-VP Member;
- b. The NASPO-VP Member's Purchase Order; and
- c. The Quest (on behalf of RingCentral) invoice to the NASPO-VP Member.

- 5) Eligible Entity must issue RingCentral a purchase order for any subsequent purchases made through the RingCentral Administrative Portal.
- 6) NASPO-VP Member's payment terms are net forty-five (45) days.
- 7) **Quest Media & Supplies, Inc.** shall act as a billing agent of RingCentral in invoicing and collecting monthly recurring revenue, one-time charges, taxes and additional amounts due from the NASPO-VP Member.
- 8) **Renewal:** Eligible Entity may renew its subscription with RingCentral under NASPO Contract Number 7-17-70-40-03 until it expires. Subscription terms that exceed the NASPO contract term shall remain valid, subject to any NASPO limiting terms. Eligible Entities that would like to renew subscription services after expiration of NASPO Contract No. 7-17-70-40-03 may, subject to mutual consent of the Parties and the terms of the NASPO contract, continue their subscription under NASPO in one of the following ways:
- a. If RingCentral does not receive a subsequent NASPO contract award, Eligible Entity may continue to renew its subscription services under NASPO Contract No. 7-17-70-40-03.
 - b. If RingCentral does receive a subsequent NASPO contract award, Eligible Entity may continue to renew its subscription services under that subsequent ACCS contract.
- 9) **Authority.** [Omitted]
- 10) In accordance with the Cloud Computing Special Provisions for Software as a Service (SaaS), the Parties agree that RingCentral has no obligation to report a Security Incident that is not related to State Data.
- 11) For clarity, the Parties agree that, with respect to the Services in this Order Form, "data" in Section 3 ("Data Location") of Exhibit 1 to the Utah NASPO ValuePoint Master Agreement Number AR2505 refers to "State Data" (as defined in the Cloud Computing Special Provisions for Software as a Service (SaaS)) and that "State Data" refers to "Customer Content" (as defined in the RingCentral MSA).
- 12) RingCentral warrants its goods and services as described in its relevant terms of sale, including but not limited to its Master Services Agreement, services agreements, and hardware terms of sale. The Parties agree these warranties supersede and replace any other warranties in the PA.
- 13) RingCentral shall have 30 days to cure any material breach.
- 14) RingCentral shall obtain Customer approval prior to issuing or making news releases, endorsements, advertisements, or social media content pertaining to this contract.
- 15) Disputes shall be processed and disposed of in accordance with section 44 of DGS PD 401IT.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer
City of Belmont

RingCentral
RingCentral, Inc.



By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Michael Fiocca
Title: Regional Vice President, Public Sector
Date: _____



STAFF REPORT

Meeting Date: March 24, 2026
Agency: City of Belmont
Staff Contact: Laura Kirby, Principal Management Analyst, lkirby@belmont.gov
Agenda Title: Adoption of Formal Job Descriptions for Seasonal Recreation Roles and Updates to the City's Master Employee Pay Schedule
Agenda Action: Resolution

Recommendation

Adopt a resolution approving formal job descriptions for the City's seasonal roles in the Parks and Recreation Department's Aquatics and Recreation program areas and updates to the City's Master Employee Pay Schedule

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The Parks & Recreation Department has historically utilized informal duty lists and legacy job descriptions for its seasonal and summer positions. We are now undertaking a structured effort to develop formalized job descriptions that clearly define essential duties, responsibilities, and qualification requirements. This initiative is part of a broader commitment to standardizing our classification materials and ensuring alignment with current best practices in job documentation and organizational compliance.

Analysis

The proposed Recreation Leader I/II, Lifeguard/Swim Instructor I/II and Pool Manager job descriptions clearly define each role's duties and minimum qualifications. This helps hiring managers, applicants, and staff understand what each job requires and ensures consistency in how positions are classified and managed.

As part of this effort, the City's Master Employee Pay Schedule requires the following position title adjustments:

- Changing the title of Senior Recreation Leader to Recreation Leader II
- Changing the title of Senior Lifeguard to Pool Manager
- Changing the title of Lifeguard I and II to Lifeguard/Swim Instructor I and II

These positions are essential to the City's summer recreation and aquatics programs. Establishing formal job descriptions supports transparent hiring practices, sets consistent expectations, and facilitates efficient annual recruitment and onboarding processes.



Alternatives

1. Provide Alternative Direction
2. Take No Action

Attachments

- A. Resolution
- B. Proposed Job Descriptions

Fiscal Impact

☒ No Fiscal Impact

☐ Funding Source Confirmed:

There is no direct fiscal impact approving formal job descriptions and changing position titles. Salary rates are reflected in the City's Master Employee Pay Schedule and adopted by City Council.

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING FORMAL JOB DESCRIPTIONS FOR SEASONAL AND SUMMER RECREATION DEPARTMENT POSITIONS AND UPDATES TO THE CITY'S MASTER EMPLOYEE PAY SCHEDULE

WHEREAS, the Recreation Department has historically utilized informal duty lists and legacy job descriptions to support its seasonal and summer staffing needs; and,

WHEREAS, the City is currently without formal job descriptions for Recreation Leader I/II, Lifeguard/Swim Instructor I/II and Pool Manager

WHEREAS, formal job descriptions promote clarity for applicants and employees by outlining essential job functions, required qualifications and expected performance standards; and,

WHEREAS, job descriptions will serve as a reliable reference for supervisors and staff by providing clear, consistent guidance on duties, expectations and required qualifications that can be used throughout the recruitment, onboarding, training, and performance management process; and

WHEREAS, adjustments to position titles in the City's Master Employee Pay Schedule are required to accurately reflect the payrates for these new job descriptions.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

1. Update the Master Employee Pay Schedule to replace Senior Recreation Leader with Recreation Leader II and Senior Lifeguard with Pool Manager (Exhibit A).
2. The creation of formal job descriptions for Recreation Leader I/II, Lifeguard/Swim Instructor I/II and Pool Manager (Exhibit B).

* * *

ADOPTED March 24, 2026 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Exhibit A

Adopted March 24, 2026

Position	Effective Date	Labor Group	Monthly Pay Rates					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accountant I	1/4/2026	MMCEA	\$ 7,634.28	\$ 8,015.99	\$ 8,416.79	\$ 8,837.63	\$ 9,279.51	\$ 9,743.49
Accountant II	1/4/2026	MMCEA	\$ 8,422.05	\$ 8,843.15	\$ 9,285.31	\$ 9,749.58	\$ 10,237.06	\$ 10,748.91
Accountant III	1/4/2026	MMCEA	\$ 9,745.90	\$ 10,233.20	\$ 10,744.86	\$ 11,282.10	\$ 11,846.21	\$ 12,438.52
Accounting Services Supervisor	1/4/2026	MMCEA	\$ 8,994.29	\$ 9,444.00	\$ 9,916.20	\$ 10,412.01	\$ 10,932.61	\$ 11,479.24
Accounting Technician I	7/6/2025	AFSCME	\$ 5,936.70	\$ 6,233.54	\$ 6,545.22	\$ 6,872.48	\$ 7,216.10	
Accounting Technician II	7/6/2025	AFSCME	\$ 6,530.54	\$ 6,857.07	\$ 7,199.92	\$ 7,559.92	\$ 7,937.91	
Accounting Technician III	7/6/2025	AFSCME	\$ 7,334.22	\$ 7,700.93	\$ 8,085.97	\$ 8,490.27	\$ 8,914.79	
Administrative Assistant	1/4/2026	MMCEA	\$ 6,507.77	\$ 6,833.16	\$ 7,174.82	\$ 7,533.56	\$ 7,910.24	\$ 8,305.75
Administrative Services Director	7/6/2025	Unrep	\$ 16,242.30					\$ 22,617.41
Assistant City Manager	7/6/2025	Unrep	\$ 18,821.57					\$ 24,637.43
Assistant Civil Engineer	1/4/2026	MMCEA	\$ 8,998.23	\$ 9,448.14	\$ 9,920.55	\$ 10,416.58	\$ 10,937.41	\$ 11,484.28
Assistant Planner	1/4/2026	MMCEA	\$ 8,001.76	\$ 8,401.85	\$ 8,821.94	\$ 9,263.04	\$ 9,726.19	\$ 10,212.50
Assistant PW Director/City Engineer	1/4/2026	MMCEA	\$ 15,283.91	\$ 16,048.11	\$ 16,850.52	\$ 17,693.05	\$ 18,577.70	\$ 19,506.59
Associate Civil Engineer	1/4/2026	MMCEA	\$ 10,220.57	\$ 10,731.60	\$ 11,268.18	\$ 11,831.59	\$ 12,423.17	\$ 13,044.33
Associate Planner	1/4/2026	MMCEA	\$ 9,015.36	\$ 9,466.13	\$ 9,939.44	\$ 10,436.41	\$ 10,958.23	\$ 11,506.14
Building Inspector I	7/6/2025	AFSCME	\$ 8,429.57	\$ 8,851.04	\$ 9,293.60	\$ 9,758.28	\$ 10,246.19	
Building Inspector II	7/6/2025	AFSCME	\$ 8,941.44	\$ 9,388.52	\$ 9,857.94	\$ 10,350.84	\$ 10,868.38	
City Attorney	10/12/2025	Unrep	\$ 27,469.35					
City Clerk/Constituent Services Manager	1/4/2026	City Clerk	\$ 12,589.70	\$ 13,219.19	\$ 13,880.15	\$ 14,574.16	\$ 15,302.87	\$ 16,068.01
City Manager	9/14/2025	Unrep	\$ 31,017.94					
Chief Building Official	1/4/2026	MMCEA	\$ 12,495.12	\$ 13,119.88	\$ 13,775.87	\$ 14,464.66	\$ 15,187.89	\$ 15,947.28
Code Enforcement Officer	7/6/2025	AFSCME	\$ 7,920.80	\$ 8,316.83	\$ 8,732.67	\$ 9,169.31	\$ 9,627.77	
Community Development Director	7/6/2025	Unrep	\$ 16,892.00					\$ 22,217.20
Community Engagement Specialist	1/4/2026	Unrep	\$ 9,516.89	\$ 9,992.73	\$ 10,492.37	\$ 11,016.99	\$ 11,567.84	\$ 12,146.23
Community Service Officer	1/4/2026	BPOA	\$ 5,778.91	\$ 6,067.86	\$ 6,371.26	\$ 6,689.81	\$ 7,024.31	\$ 7,375.51
Construction Inspector	7/6/2025	AFSCME	\$ 9,363.60	\$ 9,831.78	\$ 10,323.36	\$ 10,839.54	\$ 11,381.51	
Deputy Planning and Comm Dev Director	1/4/2026	Unrep	\$ 15,230.32	\$ 15,991.84	\$ 16,791.43	\$ 17,631.00	\$ 18,512.55	\$ 19,438.18
Deputy City Clerk	1/4/2026	MMCEA	\$ 6,875.19	\$ 7,218.95	\$ 7,579.90	\$ 7,958.90	\$ 8,356.85	\$ 8,774.69
Deputy Finance Director	1/4/2026	MMCEA	\$ 13,488.13	\$ 14,162.54	\$ 14,870.67	\$ 15,614.20	\$ 16,394.91	\$ 17,214.66
Electrician	7/6/2025	AFSCME	\$ 7,639.34	\$ 8,021.30	\$ 8,422.37	\$ 8,843.48	\$ 9,285.66	
Engineering Technician	7/6/2025	AFSCME	\$ 7,580.60	\$ 7,959.64	\$ 8,357.62	\$ 8,775.50	\$ 9,214.28	

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Exhibit A

Adopted March 24, 2026

Position	Effective Date	Labor Group	Monthly Pay Rates					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Equipment Operator	7/6/2025	AFSCME	\$ 6,716.16	\$ 7,051.98	\$ 7,404.57	\$ 7,774.80	\$ 8,163.54	
Executive Assistant To City Manager	1/4/2026	MMCEA	\$ 7,572.83	\$ 7,951.47	\$ 8,349.04	\$ 8,766.49	\$ 9,204.81	\$ 9,665.05
Finance Director	7/6/2025	Unrep	\$ 16,892.00					\$ 22,276.33
Accounting/Budget Manager	1/4/2026	MMCEA	\$ 11,457.13	\$ 12,029.99	\$ 12,631.49	\$ 13,263.06	\$ 13,926.21	\$ 14,622.52
GIS Coordinator I	1/4/2026	MMCEA	\$ 8,249.07	\$ 8,661.52	\$ 9,094.60	\$ 9,549.33	\$ 10,026.80	\$ 10,528.14
GIS Coordinator II	1/4/2026	MMCEA	\$ 9,470.01	\$ 9,943.51	\$ 10,440.69	\$ 10,962.72	\$ 11,510.86	\$ 12,086.40
GIS Coordinator III	1/4/2026	MMCEA	\$ 11,113.28	\$ 11,668.94	\$ 12,252.39	\$ 12,865.01	\$ 13,508.26	\$ 14,183.67
Head Teacher	7/6/2025	AFSCME	\$ 4,956.32	\$ 5,204.14	\$ 5,464.35	\$ 5,737.57	\$ 6,024.44	
Housing and Economic Development Manager	1/4/2026	MMCEA	\$ 11,457.13	\$ 12,029.99	\$ 12,631.49	\$ 13,263.06	\$ 13,926.21	\$ 14,622.52
Housing Specialist	1/4/2026	MMCEA	\$ 9,015.36	\$ 9,466.13	\$ 9,939.44	\$ 10,436.41	\$ 10,958.23	\$ 11,506.14
IT Business System Analyst	1/4/2026	Unrep	\$ 12,225.64	\$ 12,836.92	\$ 13,478.77	\$ 14,152.71	\$ 14,860.35	\$ 15,603.37
Information Technology Manager	1/4/2026	Unrep	\$ 13,593.10	\$ 14,272.76	\$ 14,986.40	\$ 15,735.72	\$ 16,522.51	\$ 17,348.64
Lead Police Dispatcher	1/4/2026	BPOA	\$ 8,928.73	\$ 9,373.06	\$ 9,844.13	\$ 10,336.86	\$ 10,852.48	\$ 11,395.10
Maintenance Worker I	7/6/2025	AFSCME	\$ 5,553.22	\$ 5,830.87	\$ 6,122.42	\$ 6,428.54	\$ 6,749.96	
Maintenance Worker II	7/6/2025	AFSCME	\$ 6,147.06	\$ 6,454.41	\$ 6,777.13	\$ 7,115.98	\$ 7,471.79	
Management Analyst II	1/4/2026	MMCEA	\$ 9,359.91	\$ 9,827.91	\$ 10,319.31	\$ 10,835.28	\$ 11,377.04	\$ 11,945.89
Management Anaylst I	1/4/2026	MMCEA	\$ 8,593.61	\$ 9,023.29	\$ 9,474.45	\$ 9,948.17	\$ 10,445.58	\$ 10,967.86
Mechanic	7/6/2025	AFSCME	\$ 6,810.44	\$ 7,150.96	\$ 7,508.51	\$ 7,883.94	\$ 8,278.13	
Office Assistant I	7/6/2025	AFSCME	\$ 5,270.22	\$ 5,533.74	\$ 5,810.42	\$ 6,100.94	\$ 6,405.98	
Office Assistant II	7/6/2025	AFSCME	\$ 5,854.80	\$ 6,147.54	\$ 6,454.93	\$ 6,777.67	\$ 7,116.55	
Parks & Recreation Director	7/6/2025	Unrep	\$ 16,855.66					\$ 22,217.86
Parks and Facilities Maintenance Worker I ⁵	7/6/2025	AFSCME	\$ 5,553.22	\$ 5,830.87	\$ 6,122.42	\$ 6,428.54	\$ 6,749.96	
Parks and Facilities Maintenance Worker II ⁵	7/6/2025	AFSCME	\$ 6,147.06	\$ 6,454.41	\$ 6,777.13	\$ 7,115.98	\$ 7,471.79	
Parks and Facilities Manager ⁵	1/4/2026	MMCEA	\$ 11,218.44	\$ 11,779.36	\$ 12,368.33	\$ 12,986.75	\$ 13,636.09	\$ 14,317.89
Parks and Facilities Supervisor	1/4/2026	MMCEA	\$ 9,026.79	\$ 9,478.13	\$ 9,952.04	\$ 10,449.64	\$ 10,972.12	\$ 11,520.73
Payroll Manager	1/4/2026	Unrep	\$ 11,457.13	\$ 12,029.99	\$ 12,631.49	\$ 13,263.06	\$ 13,926.21	\$ 14,622.52
Permit Technician	7/6/2025	AFSCME	\$ 7,183.16	\$ 7,542.32	\$ 7,919.43	\$ 8,315.40	\$ 8,731.17	
Planning Technician	7/6/2025	AFSCME	\$ 7,183.16	\$ 7,542.32	\$ 7,919.43	\$ 8,315.40	\$ 8,731.17	
Police Captain	1/4/2026	MMCEA	\$ 15,593.20	\$ 16,372.86	\$ 17,191.50	\$ 18,051.08	\$ 18,953.63	\$ 19,901.31
Police Chief	7/6/2025	Unrep	\$ 18,821.57					\$ 25,138.56
Police Corporal Advanced POST	1/4/2026	BPOA	\$ 11,352.68	\$ 11,920.32	\$ 12,516.33	\$ 13,142.15	\$ 13,799.25	\$ 14,489.21
Police Corporal Basic POST	1/4/2026	BPOA	\$ 10,298.44	\$ 10,813.35	\$ 11,354.02	\$ 11,921.72	\$ 12,517.80	\$ 13,143.70

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Exhibit A

Adopted March 24, 2026

Position	Effective Date	Labor Group	Monthly Pay Rates					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Corporal Intermediate POST	1/4/2026	BPOA	\$ 10,811.24	\$ 11,351.81	\$ 11,919.39	\$ 12,515.35	\$ 13,141.13	\$ 13,798.19
Police Dispatcher	1/4/2026	BPOA	\$ 7,901.29	\$ 8,296.35	\$ 8,711.17	\$ 9,146.73	\$ 9,604.07	\$ 10,084.27
Police Lieutenant	1/4/2026	MMCEA	\$ 14,063.46	\$ 14,766.63	\$ 15,504.96	\$ 16,280.21	\$ 17,094.22	\$ 17,948.93
Police Officer Advanced POST	1/4/2026	BPOA	\$ 10,811.24	\$ 11,351.80	\$ 11,919.39	\$ 12,515.36	\$ 13,141.13	\$ 13,798.19
Police Officer Basic POST	1/4/2026	BPOA	\$ 9,807.44	\$ 10,297.81	\$ 10,812.70	\$ 11,353.34	\$ 11,921.01	\$ 12,517.06
Police Officer Intermediate POST	1/4/2026	BPOA	\$ 10,298.44	\$ 10,813.36	\$ 11,354.02	\$ 11,921.72	\$ 12,517.80	\$ 13,143.69
Police Officer Recruit	1/4/2026	BPOA	\$ 7,293.98					
Police Records Specialist I	1/4/2026	BPOA	\$ 5,854.02	\$ 6,146.72	\$ 6,454.06	\$ 6,776.76	\$ 7,115.60	\$ 7,471.38
Police Records Specialist II	1/4/2026	BPOA	\$ 6,146.86	\$ 6,454.20	\$ 6,776.91	\$ 7,115.76	\$ 7,471.55	\$ 7,845.13
Police Sergeant Advanced POST	1/4/2026	BPOA	\$ 12,730.18	\$ 13,366.69	\$ 14,035.02	\$ 14,736.77	\$ 15,473.61	\$ 16,247.29
Police Sergeant Intermediate POST	1/4/2026	BPOA	\$ 12,121.91	\$ 12,728.01	\$ 13,364.41	\$ 14,032.63	\$ 14,734.26	\$ 15,470.97
Principal Management Analyst	1/4/2026	Unrep	\$ 12,461.27	\$ 13,084.33	\$ 13,738.55	\$ 14,425.48	\$ 15,146.75	\$ 15,904.09
Principal Planner	1/4/2026	MMCEA	\$ 12,739.60	\$ 13,376.58	\$ 14,045.41	\$ 14,747.68	\$ 15,485.06	\$ 16,259.31
Public Works Director	7/6/2025	Unrep	\$ 17,798.81					\$ 22,760.23
Public Works Field Supervisor	1/4/2026	MMCEA	\$ 9,026.79	\$ 9,478.13	\$ 9,952.04	\$ 10,449.64	\$ 10,972.12	\$ 11,520.73
Public Works Services Manager	1/4/2026	MMCEA	\$ 12,460.84	\$ 13,083.88	\$ 13,738.07	\$ 14,424.97	\$ 15,146.22	\$ 15,903.53
PW Lead Maintenance	7/6/2025	AFSCME	\$ 7,051.72	\$ 7,404.30	\$ 7,774.52	\$ 8,163.24	\$ 8,571.41	
Recreation Manager	1/4/2026	MMCEA	\$ 10,303.47	\$ 10,818.64	\$ 11,359.57	\$ 11,927.55	\$ 12,523.93	\$ 13,150.13
Recreation Program Coordinator	1/4/2026	MMCEA	\$ 6,507.79	\$ 6,833.18	\$ 7,174.84	\$ 7,533.58	\$ 7,910.26	\$ 8,305.77
Recreation Specialist II	7/6/2025	AFSCME	\$ 4,388.80	\$ 4,608.93	\$ 4,839.47	\$ 5,082.13	\$ 5,335.20	
Recreation Supervisor	1/4/2026	MMCEA	\$ 8,607.89	\$ 9,038.28	\$ 9,490.19	\$ 9,964.70	\$ 10,462.94	\$ 10,986.09
Senior Civil Engineer	1/4/2026	MMCEA	\$ 12,569.52	\$ 13,198.00	\$ 13,857.90	\$ 14,550.80	\$ 15,278.34	\$ 16,042.26
Senior Management Analyst	1/4/2026	MMCEA	\$ 10,835.26	\$ 11,377.02	\$ 11,945.87	\$ 12,543.16	\$ 13,170.32	\$ 13,828.84
Senior Mechanic	7/6/2025	AFSCME	\$ 7,234.18	\$ 7,595.88	\$ 7,975.68	\$ 8,374.46	\$ 8,793.19	
Senior Permit Technician	7/6/2025	AFSCME	\$ 8,315.40	\$ 8,731.17	\$ 9,167.73	\$ 9,626.12	\$ 10,107.43	
Senior Planner	1/4/2026	MMCEA	\$ 10,269.16	\$ 10,782.62	\$ 11,321.75	\$ 11,887.84	\$ 12,482.23	\$ 13,106.34
Sr Parks and Facilities Maintenance Worker ⁵	7/6/2025	AFSCME	\$ 7,051.72	\$ 7,404.30	\$ 7,774.52	\$ 8,163.24	\$ 8,571.41	
Street Sweeper Operator	7/6/2025	AFSCME	\$ 6,423.83	\$ 6,745.02	\$ 7,082.28	\$ 7,436.38	\$ 7,808.21	
Teacher	7/6/2025	AFSCME	\$ 4,309.91	\$ 4,525.40	\$ 4,751.67	\$ 4,989.25	\$ 5,238.72	
Teacher's Aide	7/6/2025	AFSCME	\$ 3,773.47	\$ 3,960.67	\$ 4,158.27	\$ 4,368.00	\$ 4,586.40	
Technology Specialist I	1/4/2026	MMCEA	\$ 8,126.14	\$ 8,532.45	\$ 8,959.07	\$ 9,407.02	\$ 9,877.37	\$ 10,371.24
Technology Specialist II	1/4/2026	MMCEA	\$ 10,076.67	\$ 10,580.50	\$ 11,109.53	\$ 11,665.01	\$ 12,248.26	\$ 12,860.67
Technology Specialist III	1/4/2026	MMCEA	\$ 11,114.22	\$ 11,669.93	\$ 12,253.43	\$ 12,866.10	\$ 13,509.41	\$ 14,184.88

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Exhibit A

Adopted March 24, 2026

Unrepresented Per Diem Positions

Position	Effective Date	Hourly Pay Rates					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Technician I ¹	7/6/2025	\$ 34.25	\$ 35.96	\$ 37.76	\$ 39.65	\$ 41.63	
Accounting Technician II ¹	7/6/2025	\$ 37.68	\$ 39.56	\$ 41.54	\$ 43.61	\$ 45.80	
Accounting Technician III ¹	7/6/2025	\$ 42.31	\$ 44.43	\$ 46.65	\$ 48.98	\$ 51.43	
Administrative Assistant ¹	1/4/2026	\$ 37.54	\$ 39.42	\$ 41.39	\$ 43.46	\$ 45.64	\$ 47.92
Associate Civil Engineer ¹	1/4/2026	\$ 58.96	\$ 61.91	\$ 65.01	\$ 68.26	\$ 71.67	\$ 75.26
Building Attendant I ^{4**}	1/1/2026	\$ 19.90	\$ 20.90	\$ 21.95	\$ 23.05	\$ 24.20	
Building Attendant II ^{4**}	1/1/2026	\$ 21.89	\$ 22.98	\$ 24.13	\$ 25.34	\$ 26.61	
Dispatcher, Per Diem ³	1/4/2026	\$ 51.51	\$ 54.08	\$ 56.79	\$ 59.64	\$ 62.61	\$ 65.74
Electrician ¹	7/6/2025	\$ 44.07	\$ 46.28	\$ 48.59	\$ 51.02	\$ 53.57	
Head Teacher ¹	7/6/2025	\$ 28.59	\$ 30.02	\$ 31.53	\$ 33.10	\$ 34.76	
Intern I	1/1/2026	\$ 18.95	\$ 19.90	\$ 20.90	\$ 21.95	\$ 23.05	
Intern II	1/1/2026	\$ 25.06	\$ 26.31	\$ 27.63	\$ 29.01	\$ 30.46	
Lifeguard/Swim Instructor I ***	1/1/2026	\$ 20.70	\$ 21.74	\$ 22.83	\$ 23.97	\$ 25.17	
Lifeguard/Swim Instructor II ***	1/1/2026	\$ 21.79	\$ 22.88	\$ 24.02	\$ 25.22	\$ 26.48	
Maintenance Worker I ¹	7/6/2025	\$ 32.04	\$ 33.64	\$ 35.32	\$ 37.09	\$ 38.94	
Nutrition Site Coordinator	1/1/2026	\$ 24.35	\$ 25.57	\$ 26.85	\$ 28.19	\$ 29.60	
Office Assistant I ¹	7/6/2025	\$ 30.41	\$ 31.93	\$ 33.52	\$ 35.20	\$ 36.96	
Office Assistant II ¹	7/6/2025	\$ 33.78	\$ 35.47	\$ 37.24	\$ 39.10	\$ 41.06	
Planning Technician ¹	7/6/2025	\$ 41.44	\$ 43.51	\$ 45.69	\$ 47.97	\$ 50.37	
Police Officer (Advanced POST), Per Diem ²	1/4/2026	\$ 59.40	\$ 62.37	\$ 65.49	\$ 68.77	\$ 72.20	\$ 75.81
Police Officer (Basic POST), Per Diem ²	1/4/2026	\$ 53.89	\$ 56.58	\$ 59.41	\$ 62.38	\$ 65.50	\$ 68.78
Police Officer (Inter POST), Per Diem ²	1/4/2026	\$ 56.58	\$ 59.41	\$ 62.38	\$ 65.50	\$ 68.78	\$ 72.22
Police Records Specialist I, Per Diem ¹	1/4/2026	\$ 33.77	\$ 35.46	\$ 37.23	\$ 39.10	\$ 41.05	\$ 43.10
Police Records Specialist II, Per Diem ¹	1/4/2026	\$ 35.46	\$ 37.24	\$ 39.10	\$ 41.05	\$ 43.11	\$ 45.26
Recreation Leader ⁴	1/1/2026	\$ 18.95	\$ 19.90	\$ 20.90	\$ 21.95	\$ 23.05	
Recreation Program Coordinator ¹	1/5/2025	\$ 37.54	\$ 39.42	\$ 41.39	\$ 43.46	\$ 45.64	\$ 47.92
Recreation Specialist I ⁴	1/1/2026	\$ 22.94	\$ 24.09	\$ 25.29	\$ 26.55	\$ 27.88	
Recreation Specialist II ⁴	1/1/2026	\$ 25.23	\$ 26.49	\$ 27.81	\$ 29.20	\$ 30.66	

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Exhibit A

Adopted March 24, 2026

Unrepresented Per Diem Positions

Position	Effective Date	Hourly Pay Rates					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Pool Manager ^{4 ***}	1/1/2026	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75	\$ 29.14	
Recreation Leader II ^{4 ***}	1/1/2026	\$ 20.85	\$ 21.89	\$ 22.98	\$ 24.13	\$ 25.34	
Street Sweeper Operator ¹	7/6/2025	\$ 37.06	\$ 38.91	\$ 40.86	\$ 42.90	\$ 45.05	
Teacher ¹	7/6/2025	\$ 24.86	\$ 26.11	\$ 27.41	\$ 28.78	\$ 30.22	
Teacher's Aide ¹	7/6/2025	\$ 21.77	\$ 22.85	\$ 23.99	\$ 25.20	\$ 26.46	
Technology Specialist I ¹	1/4/2026	\$ 46.88	\$ 49.23	\$ 51.69	\$ 54.27	\$ 56.98	\$ 59.83
Technology Specialist II ¹	1/4/2026	\$ 58.13	\$ 61.04	\$ 64.09	\$ 67.30	\$ 70.66	\$ 74.20
Technology Specialist III ¹	1/4/2026	\$ 64.12	\$ 67.33	\$ 70.69	\$ 74.23	\$ 77.94	\$ 81.84
Van Driver ⁴	1/1/2026	\$ 22.94	\$ 24.09	\$ 25.29	\$ 26.55	\$ 27.88	

Notes

Unrepresented per diem: A position having a workweek of fewer hours than the workweek established for full-time positions in the class

** Building Attendants I and II are eligilbe to receive a weekend differential of \$1.00 per hour for work performed on Saturdays and Sundays

*** Title changes approved by City Council via formal job description adoption March 24, 2026

¹ Hourly pay rates derived by multiplying full-time equivalent monthly rate by 12 (months in year) and dividing by 2080 (hours in work year)

² Hourly pay rates derived by multiplying full-time equivalent monthly rate by 12 (months in year) and dividing by 2184 (hours in work year)

³ Hourly pay rates derived by multiplying full-time Police Dispatcher by 12 (months in year) adding 13% and dividing by 2080 (hours in work year)

⁴ Tied to Belmont minimum wage as follows:

Recreation Leader - Adjusted to Minimum Wage

Building Attendant I*- 5% Above Above Recreation Ldr

Building Attendant II*- 10% Above Building Attendant I

Lifeguard I - 5% Below Lifeguard II

Lifeguard II - 15% Above Rec Leader

Nutrition Site Coordinator - Tied to Recreation Specialist II

Recreation Specialist I - 10% Above Sr. Rec Leader

Recreation Specialist II - 10% Above Rec Spec I

Sr Rec Leader - 10% Above Rec Leader

Sr. Lifeguard - 10% Above Lifeguard II

Van Driver - Tied to Recreation Specialist I

⁵ "Facilities" added to position title

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Exhibit A

Adopted March 24, 2026

Revision History

Resolution 2018-04 Initial Adoption	March 13,2018
Resolution 2019-019 Revised Adoption	February 23,2021
Resolution 2022-093 Revised Adoption	September 27,2022
Resolution 2022-109 Revised Adoption	November 8, 2022
Resolution 2023-058 Revised Adoption	June 27, 2023
Resolution 2023-074 Revised Adoption	September 26, 2023
Resolution 2023-094 Revised Adoption	November 28, 2023
Resolution 2024-02 Revised Adpotion	January 9, 2024
Resolution 2024-19 Revised Adpotion	March 26, 2024
Resolution 2024-53 Revised Adoption	June 25, 2024
Resolution 2024-69 Revised Adoption	September 24, 2024
Resolution 2024-80 Revised Adoption	December 3, 2024
Resolution 2025-23 Revised Adoption	March 25, 2025
Resolution 2025-52 Revised Adoption	July 8, 2025
Resolution 2025-55 Revised Adoption	August 26, 2025
Resolution 2025-77 Revised Adoption	November 25, 2025
Resolution 2025-78 Revised Adoption	December 9, 2025

Recreation Leader I/II

DEFINITION

Under supervision, plans, organizes, and leads recreational activities and programs for youth and community participants; ensures a safe, inclusive, and positive program environment; and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

Recreation Leader I is the entry-level classification in the Recreation Leader series. Incumbents work under close supervision while developing skills in youth programming, activity leadership, and participant supervision. Increased independence of action is granted as experience and proficiency are demonstrated.

Recreation Leader II is the journey-level classification. Incumbents are expected to work independently in the absence of close supervision, exercise sound judgment, and may serve as an on-site lead in the absence of senior staff. Incumbents at this level may assist with the training and mentoring of Recreation Leader I staff.

SUPERVISION EXERCISED AND RECEIVED:

Recreation Leader I receives close supervision from a Recreation Specialist and/or Recreation Coordinator.

Recreation Leader II receives general supervision from a Recreation Specialist and/or Recreation Coordinator. May provide technical guidance and on-site direction to Recreation Leader I staff and program volunteers.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The following duties are representative of the range of duties assigned to this classification. The omission of specific statements does not exclude them from the position if the work is similar, related, or a logical assignment.

- Plan, organize, and lead a variety of recreational activities including games, sports, arts and crafts, and special events for youth and teen participants
- Supervise participants to ensure safety, appropriate conduct, and active engagement
- Serve as a positive role model; encourage participation and foster an inclusive, welcoming program environment
- Communicate with parents and guardians regarding program activities, schedules, and participant progress
- Assist with daily program planning and implementation, including mobile recreation and special events
- Incorporate age-appropriate, developmentally appropriate practices into all program activities
- Take attendance regularly and follow established check-in/check-out procedures
- Perform basic site and facility maintenance to ensure a clean and safe environment
- Assist with facility opening and closing procedures, including setup and cleanup
- Complete and submit required paperwork accurately, including timesheets, incident reports, and supply requests
- Handle medical emergencies and injuries calmly and effectively, including providing basic first aid and CPR when certified

- Perform other related duties as assigned

Recreation Leader II *additional duties:*

- Provide on-site program leadership and operational support in the absence of senior staff
- Assist with training, mentoring, and day-to-day guidance of Recreation Leader I staff and volunteers
- Support planning and logistics for special events and mobile recreation programs
- Maintain supply inventory and coordinate activity preparation
- Research program needs and makes recommendations regarding new or revised programming

KNOWLEDGE/ABILITIES/SKILLS

(The following are a representative sample of the knowledge/abilities and skills necessary to perform essential duties of the position.)

Knowledge of:

- Principles and practices of youth recreational programming
- Child development and age-appropriate behavior management techniques
- Safety practices applicable to indoor and outdoor recreational settings
- Basic customer service principles and effective communication practices
- Basic office methods, record-keeping, and computer use

Ability to:

- Plan, organize, and lead youth in both structured and unstructured recreational activities
- Incorporate core recreation values into activities in a developmentally appropriate manner
- Communicate clearly and professionally with youth, parents/guardians, and coworkers, both orally and in writing
- Handle minor conflicts and administer conflict resolution
- Respond calmly and effectively to emergencies and safety concerns
- Maintain accurate records and complete administrative tasks in a timely manner
- Work effectively both independently and as a collaborative team member
- Demonstrate creativity, enthusiasm, and adaptability in a dynamic program environment
- Establish and maintain cooperative working relationships with staff, participants, families, and the public
- Work outdoors in a variety of weather conditions
- Represent the City of Belmont professionally and positively at all times
- Work flexible hours including mornings, evenings, weekends, and holidays

QUALIFICATIONS

Education and/or Experience

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical qualifying background includes:

Recreation Leader I: Must be at least 15 years of age. Prior experience working with youth in a recreational, educational, camp, or childcare setting is desirable.

Recreation Leader II: Must be at least 16 years of age. A minimum of one (1) year of experience as a Recreation Leader I with the City of Belmont, or equivalent experience in a comparable youth recreation or program leadership setting. Graduation from high school or equivalent is desirable.

License/Certification/Special Requirements

- CPR/First Aid certification is required within 30 days of hire (training may be provided by the City)
- Child Abuse Mandated Reporter Training is required within 30 days of hire
- Possession of, or ability to obtain, a valid California Driver's License is desirable

PHYSICAL AND ENVIRONMENTAL WORKING CONDITIONS:

The physical and environmental demands described below are representative of those that must be met by an incumbent to successfully perform the essential functions of this classification. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Incumbents must possess mobility to work in both standard office and outdoor recreational settings; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Must possess the physical stamina to lift and carry objects weighing up to 40 pounds, including moving tables, chairs, and program equipment. Positions in this classification regularly stand, walk, bend, stoop, kneel, reach, climb, and work on uneven or slippery surfaces. Work is performed indoors and outdoors in all weather conditions, including moderate to high temperatures.

OTHER CONDITIONS OF EMPLOYMENT

Employees are expected to refrain from personal cell phone use while performing job duties, except in cases of emergency or during designated break periods.

Per California Public Resources Code Section 5164, all candidates who will have direct contact with minors are required to complete fingerprinting and a background investigation prior to employment

A negative tuberculosis (TB) test result is required prior to employment

The City of Belmont is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities.

This job description is not a contract. The City may revise this job description at any time.

Adopted by City Council	March 24, 2026
Revised by City Council	NA
Bargaining Unit	NA
FLSA	Non-Exempt
DOT	No
Pre-Employment Physical	No
Safety Sensitive	No
Form 700 Filer	No

Lifeguard/Swim Instructor I/II

DEFINITION

Under supervision, ensures the safety of aquatic facility patrons through active surveillance, emergency prevention and response, and swim instruction; enforces facility rules and regulations; maintains a clean and safe aquatic environment; and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

Lifeguard/Swim Instructor I is the entry-level classification in the series. Incumbents work under close supervision and receive detailed instruction on lifeguarding techniques, swim instruction methods, and facility procedures. Through these assignments, incumbents are expected to develop the skills and proficiency necessary to advance to the Lifeguard/Swim Instructor II level.

Lifeguard/Swim Instructor II is the journey-level classification. Incumbents are expected to work independently in the absence of close supervision, demonstrate proficiency in all lifeguarding and instructional duties, and may serve as an on-site lead in the absence of the Pool Manager or senior staff.

SUPERVISION EXERCISED AND RECEIVED:

Lifeguard/Swim Instructor I receives close supervision from the Pool Manager and/or Recreation Coordinator.

Lifeguard/Swim Instructor II receives general supervision from the Pool Manager and/or Recreation Coordinator. May provide on-site technical guidance and direction to Lifeguard/Swim Instructor I staff and volunteers.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The following duties are representative of the range of duties assigned to this classification. The omission of specific statements does not exclude them from the position if the work is similar, related, or a logical assignment.

- Maintain constant surveillance of pool areas, decks, and surrounding facilities to ensure the safety of all patrons; identify and respond to distressed or endangered swimmers
- Conduct rescue operations; perform lifesaving techniques including CPR, AED use, and First Aid; administer emergency care to patrons in need
- Enforce facility rules, policies, and procedures to maintain the highest level of patron safety; warn and, if necessary, remove patrons who violate pool rules
- Instruct swim lessons for participants of all ages and ability levels following American Red Cross Water Safety Instructor techniques and approved lesson plans
- Evaluate swim lesson participants and complete and submit progress reports and report cards in a timely manner
- Communicate clearly and professionally with patrons, parents, and guardians regarding program schedules, participant progress, and facility policies
- Perform routine cleaning, disinfecting, and maintenance of the pool, pool decks, gutters, showers, locker rooms, and aquatic equipment to ensure a clean and safe environment
- Assist with facility opening and closing procedures, including setup and cleanup

- Prepare and maintain accurate records, reports, incident documentation, and other required paperwork
- Attend all mandatory staff meetings and training sessions
- Perform other related duties as assigned

Lifeguard/Swim Instructor II *additional duties:*

- Provide on-site program leadership and operational support in the absence of the Pool Manager or senior staff
- Assist with training, mentoring, and day-to-day guidance of Lifeguard/Swim Instructor I staff and volunteers
- Assist with processing program registrations and maintaining supply inventory
- Enforce policies and facility rules and make on-site decisions to maintain safety and program integrity

KNOWLEDGE/ABILITIES/SKILLS

(The following are a representative sample of the knowledge/abilities and skills necessary to perform essential duties of the position.)

Knowledge of:

- Lifeguarding techniques, rescue procedures, and emergency response protocols
- Principles and techniques of swimming instruction appropriate for various ages and ability levels
- Facility rules, safety regulations, and aquatic risk management practices
- Principles of customer service and effective public communication
- Basic pool maintenance and cleaning practices

Ability to:

- Maintain constant, attentive surveillance of aquatic areas and respond immediately and effectively to emergencies
- Swim skillfully; rescue submerged victims and safely remove them from the water
- Instruct swim lessons in a clear, patient, and developmentally appropriate manner
- Administer CPR, AED, and First Aid according to current certification standards
- Enforce rules and regulations calmly, professionally, and consistently
- Communicate effectively with patrons of all ages, parents/guardians, and coworkers, both orally and in writing
- Maintain accurate records and complete required documentation in a timely manner
- Establish and maintain cooperative working relationships with staff, participants, families, and the public
- Represent the City of Belmont professionally and positively at all times
- Maintain all required certifications as a condition of continued employment
- Work variable hours including mornings, evenings, weekends, and holidays

QUALIFICATIONS**Education and/or Experience**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical qualifying background includes:

Lifeguard/Swim Instructor I: Must be at least 15 years of age. Prior experience as a lifeguard or swim instructor is desirable.

Lifeguard/Swim Instructor II: Must be at least 16 years of age. A minimum of two (2) months of experience as a Lifeguard/Swim Instructor I with the City of Belmont, or equivalent experience in a comparable municipal or community aquatic setting.

License/Certification/Special Requirements

The following certifications are required at time of appointment, or must be obtained by June 1 prior to the start of the aquatic season:

- American Red Cross Lifeguard Training certification, including CPR/AED for the Professional Rescuer and First Aid

The following licenses/certifications are highly desirable:

- American Red Cross Water Safety Instructor (WSI) certification
- American Red Cross Bloodborne Pathogens Training
- Possession of, or ability to obtain, a valid California Driver's License

Lifeguard/Swim Instructor II: American Red Cross Lifeguard Management Course is highly desirable.

PHYSICAL AND ENVIRONMENTAL WORKING CONDITIONS:

The physical and environmental demands described below are representative of those that must be met by an incumbent to successfully perform the essential functions of this classification. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Incumbents must possess the physical strength, stamina, and swimming ability to execute rescues under emergency conditions; lift, carry, push, and pull objects and individuals weighing up to 50 pounds; and stand, walk, bend, stoop, kneel, climb, and work on wet or slippery surfaces for prolonged periods. Work is performed primarily in an outdoor aquatic environment subject to seasonal climate and weather conditions, pool chemicals, and exposure to blood and other bodily fluids. Vision, hearing, and speech sufficient to monitor patrons, communicate in emergency situations, and conduct swim instruction are required.

OTHER CONDITIONS OF EMPLOYMENT

Employees are expected to refrain from personal cell phone use while performing job duties, except in cases of emergency or during designated break periods.

Per California Public Resources Code Section 5164, all candidates who will have direct contact with minors are required to complete fingerprinting and a background investigation prior to employment.

A valid California Work Permit is required at time of appointment for candidates under the age of 18 who have not graduated from high school or been awarded a certificate of proficiency.

A negative tuberculosis (TB) test result is required prior to employment

Child Abuse Mandated Reporter Training is required within 30 days of hire

The City of Belmont is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities.

This job description is not a contract. The City may revise this job description at any time.

Adopted by City Council	March 24, 2026
Revised by City Council	NA
Bargaining Unit	NA
FLSA	Non-Exempt
DOT	No
Pre-Employment Physical	No
Safety Sensitive	No
Form 700 Filer	No

Pool Manager

DEFINITION

Under general supervision, the Pool Manager oversees daily operations of the City's aquatic facilities and the Summer Aquatics Program. This position ensures the safety of patrons and staff, supervises lifeguards and swim instructors, coordinates program activities, maintains facility cleanliness and operational readiness, performs administrative and financial duties, and provides high-quality customer service. The Pool Manager serves as the primary on-site contact for patrons and staff and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

The Pool Manager is a lead-level classification within the aquatics series. Incumbents are expected to independently oversee facility operations, demonstrate strong leadership, make on-site operational decisions, and implement safety and program standards.

SUPERVISION EXERCISED AND RECEIVED:

Receives general supervision from the Recreation Coordinator and/or Recreation Supervisor. May receive direction from higher-level department personnel. Provides supervision and technical guidance to lifeguards, swim instructors, and seasonal aquatics staff.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The following duties are representative of the range of duties assigned to this classification. The omission of specific statements does not exclude them from the position if the work is similar, related, or a logical assignment.

- Oversee daily aquatic facility operations, ensuring a safe and clean environment.
- Supervise, mentor, and support aquatics staff during program delivery and facility operations.
- Enforce safety rules and risk-management practices consistently.
- Respond promptly and appropriately to emergencies and incidents.
- Conduct opening and closing procedures for the aquatic facility.
- Assist with swim lesson programming and instruction as needed.
- Greet patrons, respond to inquiries, and resolve issues professionally.
- Coordinate program activities and ensure adherence to assigned curriculum and operational standards.
- Assist with staff training, meetings, and performance guidance.
- Monitor program needs and recommends improvements for operations and programming.
- Set up and maintain facility equipment, furniture, and program materials.
- Perform registration processes, administrative tasks, and staff scheduling in software systems.
- Complete daily financial deposits, reconcile revenue, and maintain accurate records.
- Ensure compliance with City policies during programs, events, and facility use.
- Perform lifeguard or swim instruction duties when required.

KNOWLEDGE/ABILITIES/SKILLS

(The following are a representative sample of the knowledge/abilities and skills necessary to perform essential duties of the position.)

Knowledge of:

- Lifeguarding and swimming instruction techniques.
- Emergency response procedures, CPR/AED, and First Aid.
- Aquatic facility operations and safety standards.
- Principles of supervision and leadership.
- Customer service practices and effective public interaction.
- Registration and scheduling software systems.

Ability to:

- Lead and supervise aquatics staff effectively.
- Respond quickly and appropriately to emergencies.
- Communicate clearly with patrons and staff.
- Maintain accurate operational and financial records.
- Exercise sound judgment and initiative in problem-solving.
- Work independently and as part of a team.
- Follow and enforce policies and procedures.
- Represent the City professionally.
- Work variable hours, including mornings, evenings, weekends, and holidays.
- Maintain required certifications throughout employment.

QUALIFICATIONS

Education and/or Experience

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical qualifying background includes:

Experience:

Must be at least 18 years old. Previous experience in lifeguarding and swimming instruction is required. Experience supervising aquatics staff or programs is highly desirable.

License/Certification/Special Requirements

The following certifications are required at time of appointment, or must be obtained by June 1 prior to the start of the aquatic season:

- American Red Cross Lifeguard Training certification, including CPR/AED for the Professional Rescuer and First Aid
- American Red Cross Water Safety Instructor (WSI) certification
- American Red Cross Bloodborne Pathogens Training is highly desirable

The following licenses/certifications are highly desirable:

- American Red Cross Water Safety Instructor (WSI) certification
- American Red Cross Bloodborne Pathogens Training

- American Red Cross Lifeguard Management Course
- Possession of, or ability to obtain, a valid California Driver's License

PHYSICAL AND ENVIRONMENTAL WORKING CONDITIONS:

The physical and environmental demands described below are representative of those that must be met by an incumbent to successfully perform the essential functions of this classification. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Incumbents must possess the physical strength, stamina, and swimming ability to execute rescues under emergency conditions; lift, carry, push, and pull objects and individuals weighing up to 50 pounds; and stand, walk, bend, stoop, kneel, climb, and work on wet or slippery surfaces for prolonged periods. Work is performed primarily in an outdoor aquatic environment subject to seasonal climate and weather conditions, pool chemicals, and exposure to blood and other bodily fluids. Vision, hearing, and speech are sufficient to monitor patrons, communicate in emergency situations, and conduct swim instruction are required.

OTHER CONDITIONS OF EMPLOYMENT

Employees are expected to refrain from personal cell phone use while performing job duties, except in cases of emergency or during designated break periods.

Per California Public Resources Code Section 5164, all candidates who will have direct contact with minors are required to complete fingerprinting and a background investigation prior to employment.

A negative tuberculosis (TB) test result is required prior to employment

Child Abuse Mandated Reporter Training is required within 30 days of hire

The City of Belmont is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities.

This job description is not a contract. The City may revise this job description at any time.

Adopted by City Council	March 24, 2026
Revised by City Council	NA
Bargaining Unit	NA
FLSA	Non-Exempt
DOT	No
Pre-Employment Physical	No
Safety Sensitive	No
Form 700 Filer	No



STAFF REPORT

Meeting Date: March 24, 2026
Agency: City of Belmont
Staff Contact: Brigitte Shearer, Parks and Recreation Director, bshearer@belmont.gov, 650-595-7488
Agenda Title: Approval of Joint Use Agreement with Regency Peninsula, LLC
Agenda Action: Resolution

Recommendation

Adopt a Resolution authorizing the City Manager to execute a Joint Use Agreement with Regency Peninsula, LLC for the City's use of select facilities on its campus.

Strategic Focus Area

Quality of Life

Background

City of Belmont and UC Investments, through its ownership entity, Regency Peninsula LLC, a Delaware Corporation (Regency), the new owner of the Notre Dame de Namur (NDNU) property, are proposing to enter into a Joint Use Agreement (Agreement) to define access to specific areas of the property, along with associated restrictions and responsibilities.

In September 2011, NDNU was granted a Conditional Use Permit (CUP) that established the operational parameters and permitted uses of Koret Field, a synthetic turf soccer field located on the NDNU campus. On September 29, 2025, the UC Investments completed its acquisition of the NDNU properties.

Following the acquisition, the City and UC Investments engaged in discussions regarding potential community benefits. These discussions included the implementation of the existing CUP under UC Investment's ownership, specifically to provide community access to Koret Field, as well as access to campus parking lots for City-sponsored events.

Under the proposed Agreement, the City would be able to incorporate Koret Field, an all-weather facility, into its portfolio of sports fields. This addition would significantly enhance the City's field scheduling capacity, particularly during periods of inclement weather.

Analysis

Because the long-term plans for the 46-acre campus remain undefined currently, the proposed agreement is structured with a shorter term and limited opportunities for extension. However, while the property



owner is not obligated to do so, Regency has expressed a willingness to provide access to Koret Field for Belmont's youth sports leagues immediately upon execution of the agreement.

The City's need for field space is expected to become increasingly constrained over the next 24 months due to planned field renovation projects at two Belmont Redwood Shores School District sites. In addition, the City would benefit from access to the NDNU campus parking lots during up to three large City-hosted events, particularly as we prepare for the City's Centennial Year.

Through discussions with Regency, a range of terms were identified that would support the interests of both parties. These discussions have resulted in the following key agreement highlights:

- Agreement through December 31, 2026, with an option to extend until December 31, 2027
- City is responsible for scheduling field usage in compliance with terms outlined in the September 2011 CUP
- City is not charged for use of athletic fields, but will reimburse Regency for the rental of portable restrooms, annual field maintenance, and any repairs for damage caused by the City or its authorized users (Belmont-based youth sports leagues)
- Regency is responsible for executing maintenance and repairs to the field and its property as needed
- City has access to campus parking lots for three City - hosted events, i.e., Centennial (2026), Boo Bash (2026), Eggstravaganza (2027)
- The City and Regency indemnify each other; the City and Authorized Users will name Regency as an additional insured.

The proposed agreement is included in Attachment A.

Fiscal Impact and Other Benefits

The agreement requires the City to reimburse Regency for annual maintenance cost (\$4,900/year) and for monthly portable restroom rental and servicing at \$1,200/month. These costs are expected to be at least partially offset by savings in reduced water use, approximately \$23,000 annually, as well as decreased field maintenance expenses at Ralston and Nesbit schools realized during field renovation projects at these BRSSD locations.

Additional revenue opportunities may also be realized. The availability of an additional all-weather practice and game location could help alleviate current registration constraints faced by youth sports leagues due to limited field availability, potentially increasing participation and associated registration fee revenue. Further, shifting some league activity to Koret Field may create opportunities for additional field rentals at the Belmont Sports Complex. Youth sports leagues generate revenue for the City through per-player, per season registration fees, which are adjusted annually to reflect rising maintenance costs.

The Agreement also provides the City with no cost access to NDNU parking lots for up to three City-sponsored community events, including the October 24 Centennial Celebration, the 2026 Belmont Boo Bash, and the 2027 Egg Adventure Hunt.



Absent this agreement, the impacts to youth sports programming over the next two years could be significant. With two BRSSD fields scheduled for renovation, the City would face a substantial shortfall in available field space, resulting in reduced access and field time across all leagues.

Alternatives

- 1. Continue the item
- 2. Refer to staff for further information

Attachments

- A. Resolution
- B. Joint Use Agreement

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

Reimbursement to the Regency on maintenance and servicing costs will at least be partially offset by reduced water usage at the BRSSD fields as well as increased collections in player registration and field rental. These activities are accounted for in the Athletic Field Maintenance Fund 207 and will be incorporated into the FY 2026-27 budget development process.

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2026 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT
AUTHORIZING THE CITY MANAGER TO APPROVE A JOINT USE AGREEMENT
WITH REGENCY PENINSULA, LLC FOR THE CITY’S USE OF SELECT
FACILITIES ON ITS CAMPUS.**

WHEREAS, the City of Belmont and Notre Dame de Namur University previously negotiated a Conditional Use Permit to provide athletic field access to benefit the youth of Belmont; and,

WHEREAS, the Notre Dame de Namur property was purchased by UC Investments on September 29, 2025, and is now managed by Regency Peninsula, LLC, a subsidiary of UC Investments; and,

WHEREAS, the City and Regency Peninsula, LLC, have agreed to terms of use of the athletic field as outlined in the Conditional Use Permit and the campus parking lots for a maximum of three City-hosted events during the duration of the agreement

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

Authorizes the City Manager to negotiate and execute a Joint Use Agreement with Regency Peninsula, LLC.

* * *

ADOPTED March 24, 2026 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

JOINT USE AGREEMENT
FOR KORET FIELD USE & PARKING LOT ACCESS
BETWEEN
REGENCY PENINSULA, LLC AND CITY OF BELMONT

This JOINT USE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date"), by and between REGENCY PENINSULA, LLC, a Delaware limited liability company (hereinafter called "Regency"), and CITY OF BELMONT (hereinafter called the "City"), a general law city and municipal corporation, duly organized and existing under the Constitution and laws of the State of California.

Recitals

WHEREAS, Regency is the owner of that certain real property commonly known as Notre Dame de Namur University, as more particularly described in Exhibit A, attached hereto (the "Property"), which includes Koret Field and its adjacent parking lot ("Koret Field") and several campus parking lots located at 1500 Ralston Ave (the "Parking Lots") that serve the Property.

WHEREAS, Koret Field is located on a parcel in the City approximately 7.56 acres in size and identified by Assessor Parcel Number 044-360-120.

WHEREAS, the City provides recreation services to its residents and the greater community.

WHEREAS, to provide a benefit to the greater Belmont community, Regency and the City seek to cooperate in providing access to Koret Field and the Parking Lots, for at least for the remainder of calendar year 2026.

WHEREAS, Koret Field is subject to that certain Conditional Use Permit issued by the City, dated September 13, 2011 which is attached hereto as Exhibit B ("the CUP"), that provides for conditions of operation and use of Koret Field.

WHEREAS, the public interest, convenience, and necessity will be served thereby.

NOW, THEREFORE, in consideration mutual terms, covenants, and conditions contained herein, Regency and the City acting by and through their respective governing and/or legislative bodies, do hereby agree pursuant to the authorization hereinabove referred to as follows:

1. The City may use Koret Field for the purposes of and subject to the terms and conditions set forth in the CUP. The City's use of the Parking Lots shall be limited to no more than

three (3) City-sponsored events over the entire term of this Agreement, inclusive of any extensions. Regency will not charge fees for the City's use of Koret Field or Parking Lot access, except as specifically provided herein.

2. The City covenants and agrees that the uses of Koret Field shall at all times comply with the CUP, including but not limited to any conditions, limitations, or operational requirements imposed thereunder. Any use in violation of the CUP shall constitute a material breach of this Agreement. The City will promptly provide a more exact schedule for each season 60 days prior to the commencement of the season.
3. The City and Regency agree that the City will permit, schedule, and manage all youth sports activities on Koret Field, in accordance with the schedule attached hereto as Exhibit C. The City shall provide Regency with a detailed seasonal schedule no later than two (2) months prior to the commencement of each season.
4. The City shall reimburse Regency for the actual monthly cost of renting and servicing two portable restrooms at Koret Field, which is currently \$1,222 per month. This amount is subject to change, and in such instance the City shall reimburse Regency for the full, updated amount within thirty (30) days of receipt of invoice from Regency.
5. The City shall reimburse Regency for the annual turf maintenance cost which is currently \$4,900 per year. This amount is subject to change, and in such instance the City shall reimburse Regency for the full, updated amount within thirty (30) days of receipt of invoice from Regency. Additionally, the City shall timely notify Regents of any damage to the synthetic turf on Koret Field caused by the City or its Authorized Users (defined below), and shall reimburse Regency for all such costs within thirty (30) days of receipt of invoice from Regency.
6. Regency agrees to pay for any other maintenance and repair costs at Koret Field, including fencing, gates, pathways, landscaping, and any irrigation, except to the extent such costs are covered by the City's insurance and are determined to have been caused by City or its Authorized Users.
7. Regency agrees to manage trash collection at and around Koret Field and throughout the Property.
8. Regency shall retain possession and control of all keys to Koret Field and is responsible for ensuring that Koret Field remains secured when not in use. Regency agrees that its onsite security personnel will assist in providing the City with access to Koret Field during the City's scheduled and permitted use.
9. The City and Regency agree that the City may use the Parking Lots for up to three (3) City-sponsored events over the entire term of this Agreement and as detailed in Exhibit C. Any damage to the Parking Lots during such City-sponsored events listed in Exhibit C shall be

covered by the City's insurance.

10. The City shall indemnify, defend, and save harmless Regency, its direct and indirect members, and their respective members, partners, officers, employees, agents, representatives, from any and all claims of death or injury to any person or damage to any property arising out of City's actions and/or omissions under this Agreement. The obligation of the City includes the obligation to indemnify, defend and save Regency harmless for any and all claims arising out of all of City's actions hereunder.
11. Regency shall indemnify, defend, and save harmless the City, its direct and indirect members, and their respective members, partners, officers, employees, agents, representatives, from any and all claims of death or injury to any person or damage to any property arising out of Regency's actions and/or omissions under this Agreement. The obligation of Regency includes the obligation to indemnify, defend and save the City harmless for any and all claims arising out of all of Regency's actions hereunder.
12. This Agreement shall commence on the Effective Date and terminate on December 31, 2026. The parties may extend the Agreement for an additional one-year term upon mutually agreed upon terms and conditions, either as stated in this Agreement or as modified by the parties. For purposes of field scheduling for Winter 2026/2027 and Spring 2027, the parties shall negotiate in good faith to confirm any extension or modification by October 31, 2026.
13. Either the City or Regency may suspend or terminate this Agreement, without cause, by giving no less than sixty (60) days prior written notice to the other party; provided that such suspension or termination shall not curtail or eliminate prior committed activities scheduled by the City or Regency. All reasonable efforts will be made to minimize mid-season schedule impacts.
14. Each Party shall maintain liability insurance coverage for its own activities under this Agreement which may be provided through self-insurance or a combination of self-insurance and commercial insurance. The City shall name Regency as an additional insured and Regency shall name the City as an additional insured. All third parties authorized by the City to use Koret Field ("Authorized Users") shall also maintain liability insurance in amounts acceptable to Regency and shall name Regency as an additional insured. Except for those matters subject to the indemnity owed by Regency in section 11, and in addition the City shall indemnify, defend, and hold Regency harmless from any claims arising from or related to the acts, omissions, or use of Koret Field by the City and/or any Authorized Users.
15. Neither the City nor any Authorized Users shall store or leave any equipment, materials, supplies, personal property, or other items of any kind on Koret Field. Regency shall have no responsibility or liability for any such items left on Koret Field by the City or any Authorized Users.

16. Notices hereunder shall be given in writing and sent via first class mail to:

To Regency:

c/o The Regents of the University of California
1111 Franklin Street
Oakland, California 94607
Attention: Jagdeep Singh Bachher
Email: Jagdeep.Bachher@ucop.edu

To the City:

City Manager
City of Belmont
1 Twin Pines Lane
Belmont, CA 94002
Attention: Afshin Oskoui
Email: aoskoui@belmont.gov

17. Should any part, term, or provision of this Agreement be decided by a Court of appropriate jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portion or provisions shall not be affected thereby.
18. This Agreement integrates the complete understanding of the parties hereto, and no warranties or representations have been made by either party hereby to the other party except as specifically set forth in this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunder duly authorized, as follows:

Regency Peninsula, LLC

By: _____
Jagdeep Singh Bachher

Approved as to form:

By: _____

City of Belmont

By: _____
Afshin Oskoui, City Manager

Approved as to form:

By: _____
Scott Rennie, City Attorney

EXHIBIT A

Legal Description

APN 044-360-070 (includes Campus Parking Lots)

38.358 Ac Mol On Nly Ln Of Ralston Ave Lying Nely & Adj To Mezes Ranch Canada Acreage City Of Belmont



APN 044-360-120 (includes Koret Field and adjacent parking)

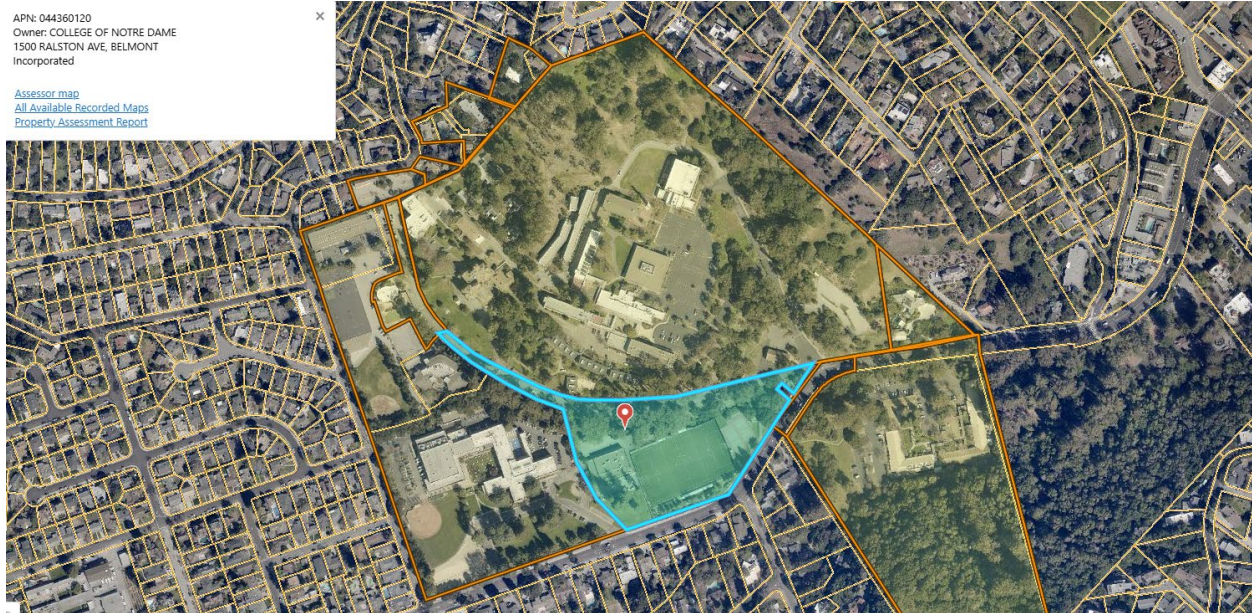


EXHIBIT B

Conditional Use Permit

FINAL Conditions of Approval

Modified 2005 CUP Conditions of Approval – NDNU – Koret Field

8. The athletic field will be used for the University's Commencement ceremony which occurs during the month of May. The athletic field will also be used for Youth Sports Camps which occur during the months of May, June, and July. The field will also be used for Belmont United Soccer Club and Belmont/Redwood Shores AYSO games and practices consistent with the allowed months/days/hours as specified below.

Use of the athletic field for Youth Sports Camps, NDNU and Notre Dame High School sports teams, and Belmont United and Belmont/Redwood Shores AYSO for both practices and games shall adhere to the following seasonal schedule and associated practice/game times:

- a. NDNU, Notre Dame High School, Belmont United and Belmont/Redwood Shores AYSO practices will occur only on Mondays through Fridays during the following months as set forth below:
 - 1. August: 10 a.m. – dusk
 - 2. September, October, and November: 8:00 a.m. – dusk
 - 3. December - 3:00 p.m. – dusk (Notre Dame High School only)
 - 4. January – April: 8:00 a.m. – dusk
 - b. If games are to be held on both weekdays and weekends for all user groups, such games shall generally occur during the following months/start times:
 - 1. Weekends – All games shall commence no earlier than 11:00 a.m. and conclude no later than dusk; (Mid-August to Mid May - NDNU Athletics and Belmont United and Belmont/Redwood Shores AYSO). Such games shall last approximately 2 hours.
 - 2. Weekends – 11:00 a.m. and 12:30 p.m. (if two games are scheduled back to back); Weekdays – 3:00 p.m. and 4:15 p.m. (if two games are scheduled back to back) (Mid-November to Mid-February - ND High School). Such games shall last approximately 1.5 hours.
 - c. Youth Sports Camps will occur only on Mondays through Sundays during the following months as set forth below:
 - 1. May, June, and July: 8:00 a.m. – dusk
9. The University athletic field personnel shall make every effort to limit the use of bullhorns in association with practices and games which take place on the athletic field. Use of bullhorns by athletic field personnel shall be kept to a minimum as necessary during the course of the game to facilitate player substitution and other game rule requirements. The University shall prohibit the use of bullhorns, air horns and other loud noise-making devices and equipment by spectators during practices and games. Further, the University shall provide an announcement prior to the start of games, advising both home and visiting teams that the use of such noise-making devices and equipment is prohibited by spectators.

10. Prior to any use of the athletic field consistent with the (2011) modified schedule/requirements described above, the property owner shall file with the Director of Community Development, on forms provided by the City, an acknowledgment that he/she has read, understands and agrees to these conditions of approval.
11. The property owner and all assignees, at their sole expense, agree to defend, indemnify, and hold harmless the City (including all officials, staff, consultants, and agents) from any costs, demands, losses, liabilities, claims, or causes of action (including all costs of defense such as attorney's and expert fees, or any award of such fees in favor of a prevailing party) arising from the granting of this Amended Conditional Use Permit.
12. Belmont United Soccer Club and Belmont/Redwood Shores AYSO shall prohibit the use of bullhorns, air horns, and other loud noise-making devices and equipment in conjunction with practices and games. The use of whistles is only permitted by officials or coaches during the normal conduct of any game or practice.
13. The Belmont United Soccer Club and Belmont/Redwood Shores AYSO use of Koret Field shall be reviewed by Staff one year after the effective date of this Conditional Use Permit (CUP) Amendment. Staff shall then issue a written report to the Planning Commission regarding such use. Upon review of the report, the Commission, by motion, may call the review up for a hearing at a regular meeting of the Commission within 30 days of the issuance of the report. The Commission may affirm, revoke, or modify this Condition 13 of the CUP after the hearing. This review does not affect any other condition of the CUP. This condition is severable.

EXHIBIT C

Schedule for Sports Seasons and Campus Parking for City Events

Koret Field Schedule (all times referenced in this Exhibit C are in Pacific Time):

a. NDNU, Notre Dame High School, Belmont United and Belmont/Redwood Shores AYSO practices will occur only on Mondays through Fridays during the following months as set forth below:

1. August: 10 a.m. – dusk
2. September, October, and November: 8:00 a.m. – dusk
3. December - 3:00 p.m. – dusk (Notre Dame High School only)
4. January – April: 8:00 a.m. – dusk

b. If games are to be held on both weekdays and weekends for all user groups, such games shall generally occur during the following months/start times:

1. Weekends – All games shall commence no earlier than 11:00 a.m. and conclude no later than dusk; (Mid-August to Mid May - NDNU Athletics and Belmont United and Belmont/Redwood Shores AYSO). Such games shall last approximately 2 hours.
2. Weekends – 11:00 a.m. and 12:30 p.m. (if two games are scheduled back to back); Weekdays – 3:00 p.m. and 4:15 p.m. (if two games are scheduled back to back) (Mid-November to Mid-February - ND High School). Such games shall last approximately 1.5 hours.

c. Youth Sports Camps will occur only on Mondays through Sundays during the following months as set forth below:

1. May, June, and July: 8:00 a.m. – dusk

Seasonal schedules will be available as follows:

Spring 2026 – within 1 week of Agreement finalization

Summer 2026 (June – mid August) – by May 15, 2026

Fall 2026 (mid-August – mid December) by July 31, 2026

Winter 2026/27 (mid-December – mid February) by October 31, 2026

Spring 2027 (mid-February – May) by December 15, 2026

Campus Parking for City Events:

1. Belmont Centennial Celebration – Saturday, October 24, 2026 – 1pm to 9pm (exact times still to be refined)
2. Belmont Boo Bash – Saturday, October 31, 2026 – 4pm – 8pm (approx.)
3. Eggstravaganza – Saturday March 27, 2027 – 9am – 12 noon (approx.)



STAFF REPORT

Meeting Date: March 24, 2026
Agency: City of Belmont
Staff Contact: Tobi Liebermann, Housing and Economic Development Manager
Agenda Title: Housing Element Annual Progress Report 2025 and Housing Successor Annual Report FY 2024-25
Agenda Action: Motion

Recommendation

Review the Housing Element Annual Progress Report 2025 and the Housing Successor Annual Report FY 2024-25, and direct staff to transmit the reports to the California Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD).

Strategic Focus Area

Economic Development and Housing

Background

Housing Element Annual Progress Report 2025

Government Code 65400 requires each governing body to prepare an annual report on the status and progress of implementing the jurisdiction's Housing Element of the General Plan. Housing Element Annual Progress Reports (APR) are due annually in April covering the previous calendar year. Therefore, this year's report evaluates the progress made towards housing production during the time period between January 2025 and December 2025. The Housing Element Annual Progress Report 2025 is included as Attachment A.

Housing Successor Annual Report Fiscal Year 2024-25

Housing Successor entities must provide an Annual Report that details compliance with the expenditure limitations detailed in Senate Bill 341 (H&SC 34176.1(f)) during each five-year compliance period. The information should be reported at the same time as the Housing Element Annual Report due in April of each calendar year. The current reporting period is fiscal year 2024-25, covering July 1, 2024 through June 30, 2025. The Housing Successor Annual Report FY 2024-25 is included as Attachment B.

Analysis

Housing Element Annual Progress Report 2024

The Regional Housing Needs Assessment (RHNA) 6th cycle covers the years 2023 through 2031, making 2025 the third year of the planning period. The City Council adopted the revised [2023-2031 Housing Element](#) on Sept. 10, 2024. The State Department of Housing and Community Development (HCD) reviewed the adopted Housing Element and determined it meets the statutory requirements of State Housing Element Law on October 16, 2024.



Every year on April 1, the City is required to report on progress towards meeting the Regional Housing Needs Allocation (RHNA) and Housing Element Programs. The report format is set by HCD and cannot be altered. The City reports on projects that have received completed entitlements, building permits issued, and building permits finalized. Only projects with building permits issued in the reporting year count towards RHNA. In 2025, the City issued building permits for 29 Accessory Dwelling Units (ADUs). Building permits were also issued for a 37-unit 100% affordable housing project, named the Corners at Belmont located at Hill Street and El Camino Real. RHNA progress is shown in the table below.

INCOME LEVEL	RHNA	Prior Reporting Periods*	2025 Reporting Period 1/1/25-12/31/25	TOTAL UNITS PERMITTED	REMAINING RHNA
Very Low	488	74	28	102	386
Low	281	73	25	98	183
Moderate	283	30	6	36	247
Above Mod	733	25	7	32	701
Total Units	1,785	202	66	268	1,517

*Includes period from 6/30/2022-1/30/2023, remainder of 2023, and 2024

In addition to the permitted units summarized above, the City of Belmont has approved entitlements in 2025 for a 100% affordable 63-unit development at 951 Old County Road (The Ridge at Masonic) and 140 units located at 580 Masonic Way, 25 of which are affordable. Belmont has issued approximately 15% of the 1,785 new building permits it needs to meet the 2023-31 RHNA requirements. If all entitled units are included, the City is on track to meet roughly 36% of the total RHNA unit requirement.

HCD requires all jurisdictions to report on progress made on housing programs as outlined in their adopted housing elements. In this planning cycle, HCD is tracking progress with greater attention and requiring additional quantification of progress on any programs pledged to be completed or worked on during the reporting period. HCD is also continuing to encourage reporting on housing element programs that occur after the 2025 reporting period and take credit for progress on programs reportable for 2026 and beyond.

Some of the notable progress on programs that were accomplished and reported to HCD include:

- City approval of \$1.0 million in funding for the affordable 678 Ralston development (the Ridge at Ralston) and the award of tax credit financing to this project, which is anticipated to start construction in May 2026.
- Completion of the Below Market Rate Housing Guidelines which provides a complete compilation of procedures for the oversight of new affordable units and continued management of the City's affordable housing stock.
- Outreach to local partners to obtain and share information on home rehabilitation opportunities for low-income households.
- On [December 9, 2025](#), the City Council adopted an ordinance implementing a number of Zoning Ordinance amendments including updates to the Corridor Mixed Use (CMU) Zoning District and reorganization of the parking section. Also included in that ordinance were updates to implement the Housing Element, which included:



- Zoning code amendments to remove constraints related to Emergency Shelters, Permanent Supportive Housing, Transitional and Supportive Housing, Low-Barrier Navigation Centers, Residential Care Facilities, Reasonable Accommodation, Definition of Family, Mobile Homes, and Farmworker Housing.
- Zoning Ordinance amendments to reduce parking requirements in certain residential zoning districts.
- Continued financial support for HIP Housing’s home sharing program with outreach to ADU owners about the program.
- Outreach to property owners with high potential for ADU development.
- City participation in the Countywide ADU Resource Center and Affordable ADU Program Development.

Housing Successor Annual Report

The Housing Successor Annual Report for the Low Moderate Income Housing Asset Fund (Belmont Affordable Housing Fund 275) has been prepared pursuant to CA Health and Safety Code Section 34176.1(f) and is included as Attachment B. The financial data contained in this report is based on the Belmont Annual Comprehensive Financial Report (audit) prepared by Maze and Associates for fiscal year 2024-25. The report includes summaries of the deposits to, ending balance of, and expenditures from the Belmont Affordable Housing Fund. The report also includes a description of the Housing Successor Agency’s Assets, including real property and loans receivable. Based on the information provided in the attached report, the Belmont Housing Successor remains in compliance with all applicable sections of the Health and Safety Code.

Alternatives

1. Direct staff to make amendments to the Annual Housing Reports

Attachments

- A. Housing Element Annual Progress Report 2025
- B. Housing Successor Annual Report FY 2024-25

Fiscal Impact

☒ No Fiscal Impact

There is no direct fiscal impact approving the Housing Element Annual Progress Report 2025 and the Housing Successor Annual Report FY 2024-25. Housing activities are accounted for in multiple Funds including the Affordable Housing Fund, Inclusionary Housing Fund, and Development Services Fund.

☐ Funding Source Confirmed:

Source:

Staff

Purpose:

Statutory/Contractual Requirement

Public Outreach:

Posting of Agenda

Jurisdiction	Belmont	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	22
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	6
Low	Deed Restricted	14
	Non-Deed Restricted	11
Moderate	Deed Restricted	0
	Non-Deed Restricted	6
Above Moderate		7
Total Units		66

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	2	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	203	37	0
Accessory Dwelling Unit	21	29	24
Mobile/Manufactured Home	0	0	0
Total	226	66	24

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	30	66
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	40
Number of Proposed Units in All Applications Received:	71
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of Streamlined Ministerial Approval Process or SMAP (formerly SB 35 / 423) - Applications	
Number of SMAP Applications	0
Number of SMAP Applications Approved	0

Units Constructed - SMAP (formerly SB 35 / 423) - Permits			
Income	Rental	Ownership	Total
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SMAP	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	38	59
Discretionary	2	12

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	1
Number of Units in Applications Submitted Requesting a Density Bonus	25
Number of Projects Permitted with a Density Bonus	1
Number of Units in Projects Permitted with a Density Bonus	37

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	31
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Belmont	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes														Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bonus Law Applications			Application Status	Project Type	Notes	
1					2	3	4	5														6	7	8	9	10	11			12	13	14
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVE D Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*				
Summary Row: Start Data Entry Below								0	0	0	0	0	11	0	10	0	10	40	71	0	0											
	045-241-220	0 OLD COUNTY RD	1324 Old County Road	PA2020-0043	2 to 4	R	7/7/2025											4	4			NONE	No	No	No	Pending	Discretionary					
	044-172-210	815 BELMONT AVE	815 Belmont Ave	PA2025-0027	5+	O	4/15/2025							2					23	25		NONE	No	Yes	Yes	Pending	Ministerial					
	44331030	1747 VALLEY VIEW AVE		B2025-0017	ADU	R	1/17/2025							1						1		NONE	No	No	N/A	Approved	Ministerial					
	44251060	2639 PRINDLE RD		B2025-0023	ADU	R	1/21/2025							1						1		NONE	No	No	N/A	Approved	Ministerial					
	44311170	1860 ROBIN WHIPPLE WAY		B2025-0033	ADU	R	1/27/2025							1						1		NONE	No	No	N/A	Approved	Ministerial					
	44274050	2708 CORONET BLVD		B2025-0046	ADU	R	2/7/2025							1						1		NONE	No	No	N/A	Approved	Ministerial					
	44194420	600 KINGSTON RD		B2025-0049	ADU	R	2/10/2025							1						1		NONE	No	No	N/A	Approved	Ministerial					
	45249220	1465 SIXTH AVE		B2025-0079	ADU	R	3/3/2025							1						1		NONE	No	No	N/A	Approved	Ministerial					
	44222160	765 MIDDLE ROAD (750 ECR)		B2025-0098	ADU	R	3/17/2025							1						1		NONE	No	No	N/A	Approved	Ministerial					
	44082030	2028 MONROE AVE		B2025-0100	ADU	R	3/19/2025							1						1		NONE	No	No	N/A	Approved	Ministerial					
	44043430	2117 CORONET BLVD		B2025-0107	ADU	R	3/25/2025							1						1		NONE	No	No	N/A	Approved	Ministerial					
	43263270	2718 NEWLANDS AVE		B2025-0122	ADU	R	4/1/2025								1					1		NONE	No	No	N/A	Approved	Ministerial					
	43171020	2818 SAN ARDO WAY		B2025-0127	ADU	R	4/4/2025								1					1		NONE	No	No	N/A	Approved	Ministerial					
	43263260	2716 NEWLANDS AVE		B2025-0182	ADU	R	5/9/2025								1					1		NONE	No	No	N/A	Approved	Ministerial					
	40301030	411 BRIARFIELD WAY		B2025-0191	ADU	R	5/14/2025								1					1		NONE	No	No	N/A	Approved	Ministerial					
	45161180	830 GORDON AVE		B2025-0206	ADU	R	5/23/2025								1					1		NONE	No	No	N/A	Approved	Ministerial					
	44131300	1608 NOTRE DAME AVE		B2025-0211	ADU	R	5/29/2025								1					1		NONE	No	No	N/A	Approved	Ministerial					
	43263240	2712 NEWLANDS AVE		B2025-0243	ADU	R	6/20/2025								1					1		NONE	No	No	N/A	Approved	Ministerial					
	44011290	2303 BUENA VISTA AVE		B2025-0260	ADU	R	6/30/2025								1					1		NONE	No	No	N/A	Approved	Ministerial					
	40303040	606 CHESTERTON AVE		B2025-0306	ADU	R	7/28/2025								1					1		NONE	No	No	N/A	Pending	Ministerial					
	40281180	535 CHESTERTON AVE		B2025-0329	ADU	R	8/15/2025								1					1		NONE	No	No	N/A	Pending	Ministerial					
	45431010	2500 CARLMONT DR		B2025-0396	ADU	R	10/9/2025										1			1		NONE	No	No	N/A	Pending	Ministerial					
	44093010	2007 ARBOR AVE		B2025-0503	ADU	R	12/19/2025										1			1		NONE	No	No	N/A	Pending	Ministerial					
	44222150	695 MIDDLE RD / 740 EI CAMINO REAL		B2025-0511	ADU	R	12/23/2025										1			1		NONE	No	No	N/A	Pending	Ministerial					
	45444110	2 WAKEFIELD CT		B2025-0024	ADU	R	1/21/2025										1			1		NONE	No	No	N/A	Approved	Ministerial					
	43111010	3717 ENCLINE WAY		B2025-0068	ADU	R	2/26/2025										1			1		NONE	No	No	N/A	Approved	Ministerial					
	44142360	1215 NORTH RD		B2025-0081	ADU	R	3/5/2025										1			1		NONE	No	No	N/A	Approved	Ministerial					
	45472290	23 SOMERSET CT		B2025-0116	ADU	R	3/31/2025										1			1		NONE	No	No	N/A	Approved	Ministerial					
	44322200	1131 NOTRE DAME AVE		B2025-0242	ADU	R	6/20/2025										1			1		NONE	No	No	N/A	Approved	Ministerial					
	44053010	2000 MONROE AVE		B2025-0429	ADU	R	10/31/2025										1			1		NONE	No	No	N/A	Pending	Ministerial					
	45274310	1617 MOLITOR RD		B2025-0489	ADU	R	12/15/2025										1			1		NONE	No	No	N/A	Pending	Ministerial					
	44311430	1140 ACADEMY AVE		B2025-0507	ADU	R	12/22/2025											1	1	1		NONE	No	No	N/A	Pending	Ministerial					
	45083040	1109 ALOMAR WAY		B2025-0509	ADU	R	12/23/2025												1	1		NONE	No	No	N/A	Pending	Ministerial					
	44031230	2400 READ AVE		B2025-0510	ADU	R	12/23/2025												1	1		NONE	No	No	N/A	Pending	Ministerial					
	044171230	LOT 9 MALCOLM AVENUE	na	PA2025-0013	SFD	O	3/12/2025												1	1		NONE	No	No	N/A	Approved	Ministerial					
	044171240	LOT 10 MALCOLM AVENUE	na	PA2025-0014	SFD	O	3/12/2025											1	1			NONE	No	No	N/A	Approved	Ministerial					
	045051240	1805 Miller Ave	na	PA2024-0012	SFD	O	2/10/2025												0			SB 9 (2021) - Residential Lot Split	No	No	N/A	Approved	Ministerial					
	045140410	0 MIRAMAR TERRACE'	na	PA2025-0045	SFD	O	8/20/2025												0			SB 9 (2021) - Residential Lot Split	No	No	N/A	Approved	Ministerial					
	043302370	2633 SEQUOIA WAY	na	PA2025-0051	SFD	O	9/3/2025												0			SB 9 (2021) - Residential Lot Split	No	No	N/A	Approved	Ministerial					
	044-211-030	796 Miramar Terrace		PA2024-0055	SFD	O	2/24/2025											8	8			NONE	No	No	N/A	Pending	Discretionary					
																			0													

Table A2																					
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																					
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement														
1					2	3	4													5	6
Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements		
Summary Row: Start Data Entry Below							0	0	0	9	11	9	56	7	11	5	118		226		
	040-313-280	951 Old County Rd	Ridge at Masonic	PA2024-0065	5+	R				9	0	0	53				1	1/23/2025	63		
	45163070	900 El Camino Real	The Corners (LINC Housing)	PA2018-0074	5+	R													0		
	44331030	1747 VALLEY VIEW AVE		B2025-0017	ADU	R						1						5/1/2025	1		
	44251060	2639 PRINDLE RD		B2025-0023	ADU	R						1						11/3/2025	1		
	44311170	1860 ROBIN WHIPPLE WAY		B2025-0033	ADU	R						1						3/14/2025	1		
	44274050	2708 CORONET BLVD		B2025-0046	ADU	R						1						5/23/2025	1		
	44194420	600 KINGSTON RD		B2025-0049	ADU	R						1						12/11/2025	1		
	45249220	1465 SIXTH AVE		B2025-0079	ADU	R						1						4/22/2025	1		
	44222160	765 MIDDLE ROAD (750 ECR)		B2025-0098	ADU	R						1						6/19/2025	1		
	44082030	2028 MONROE AVE		B2025-0100	ADU	R						1						5/29/2025	1		
	44043430	2117 CORONET BLVD		B2025-0107	ADU	R						1						12/17/2025	1		
	43263270	2718 NEWLANDS AVE		B2025-0122	ADU	R								1				6/9/2025	1		
	43171020	2818 SAN ARDO WAY		B2025-0127	ADU	R								1				8/29/2025	1		
	43263260	2716 NEWLANDS AVE		B2025-0182	ADU	R								1				10/31/2025	1		
	40301030	411 BRIARFIELD WAY		B2025-0191	ADU	R								1				8/8/2025	1		
	45161180	830 GORDON AVE		B2025-0206	ADU	R								1				8/25/2025	1		
	43263240	2712 NEWLANDS AVE		B2025-0243	ADU	R								1				12/17/2025	1		
	44011290	2303 BUENA VISTA AVE		B2025-0260	ADU	R								1				11/3/2025	1		
	45444110	2 WAKEFIELD CT		B2025-0024	ADU	R										1		4/8/2025	1		
	43111010	3717 ENCLINE WAY		B2025-0068	ADU	R										1		7/18/2025	1		
	44142360	1215 NORTH RD		B2025-0081	ADU	R										1		11/17/2025	1		
	45472290	23 SOMERSET CT		B2025-0116	ADU	R										1		7/16/2025	1		
	44322200	1131 NOTRE DAME AVE		B2025-0242	ADU	R										1		9/30/2025	1		
	43232020	2949 MONTE CRESTA DR		B2021-0030	ADU	R															

Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Acutely Low- Income Deed Restricted	Acutely Low- Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement Date Approved	# of Units issued Entitlements
	43191290	3041 SAN JUAN BLVD		B2022-0240	ADU	R													0
	044241020	2519 READ AVE		B2024-0099	ADU	R													0
	043233090	2607 LINCOLN AVE		B2024-0145	ADU	R													0
	045263040	1324 SUNNYSLOPE AVE		B2024-0264	ADU	R													0
	044331080	1731 VALLEY VIEW AVE		B2024-0265	ADU	R													0
	040274140	500 CAMBRIDGE ST		B2024-0363	ADU	R													0
	044194010	455 SOUTH RD		B2024-0401	ADU	R													0
	043273140	2509 DEKOVEN AVE		B2024-0555	ADU	R													0
	44093100	2029 ARBOR AVE		B2022-0497	ADU	R													0
	043112040	3711 NAUGHTON AVE		B2024-0375	ADU	R													0
	045082120	1840 EL VERANO WAY		B2024-0393	ADU	R													0
	044231420	2619 PONCE AVE		B2024-0427	ADU	R													0
	43222390	3210 LONGFELLOW DR		B2021-0197	ADU	R													0
	43022140	2028 BISHOP RD		B2024-0102	ADU	R													0
	45151140	919 HOLLY RD		B2024-0219	ADU	R													0
	45161100	895 LAUREL AVE		B2024-0434	ADU	R													0
	45444110	2 WAKEFIELD CT		B2025-0024	ADU	R													0
	44093160	709 ALAMEDA DE LAS PULGAS		B2022-0181	ADU	R													0
	44064140	1826 OAK KNOLL DR		B2022-0443	ADU	R													0
	44124140	1714 NOTRE DAME AVE		B2022-0460	ADU	R													0
	43062290	3806 NAUGHTON AVE		B2023-0001	ADU	R													0
	44013260	2107 LYON AVE		B2023-0196	ADU	R													0
	43172030	2722 BARCLAY WAY		B2023-0245	ADU	R													0
	44372200	1 PHYLLIS CT		B2023-0259	ADU	R													0
	45121150	1608 CHULA VISTA DR		B2023-0294	ADU	R													0
	44022270	2411 BUENA VISTA AVE		B2023-0406	ADU	R													0
	44290600	2005 ARBOR AVE		B2023-0407	ADU	R													0
	40312080	621 WESSEX WAY		B2023-0486	ADU	R													0
	44051190	1916 LYON AVE		B2024-0020	ADU	R													0
	43052050	4120 MARSTEN AVE		B2024-0023	ADU	R													0
	43072760	3828 NAUGHTON AVE		B2024-0040	ADU	R													0
	45152550	905 SOUTH RD		B2024-0110	ADU	R													0
	43112020	3715 NAUGHTON AVE		B2024-0143	ADU	R													0
	43290400	2608 CIPRIANI BLVD		B2024-0249	ADU	R													0
	44311170	1860 ROBIN WHIPPLE WAY		B2025-0033	ADU	R													0
	43263270	2718 NEWLANDS AVE		B2025-0122	ADU	R													0

Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
	40315010	580 Masonic Way	580 Masonic	PA2023-0032	5+	R					11		3		11		115	8/19/2025	140
	044171230	LOT 9 MALCOLM AVENUE		PA2025-0013	SFD	O											1	10/7/2025	1
	044171240	LOT 10 MALCOLM AVENUE		PA2025-0014	SFD	O											1	10/7/2025	1

Table A2															
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier			Affordability by Household Incomes - Building Permits											8	9
			7											8	9
Current APN	Street Address	Project Name ⁺	Acutely Low- Income Deed Restricted	Acutely Low- Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date</u> <u>Issued</u>	# of Units Issued Building Permits
			0	0	22	0	0	6	14	11	0	6	7		66
040-313-280	951 Old County Rd	Ridge at Masonic													0
45163070	900 El Camino Real	The Corners (LINC Housing)			22				14				1	4/11/2025	37
44331030	1747 VALLEY VIEW AVE							1						5/15/2025	1
44251060	2639 PRINDLE RD							1						11/12/2025	1
44311170	1860 ROBIN WHIPPLE WAY														0
44274050	2708 CORONET BLVD														0
44194420	600 KINGSTON RD														0
45249220	1465 SIXTH AVE							1						5/23/2025	1
44222160	765 MIDDLE ROAD (750 ECR)							1						6/23/2025	1
44082030	2028 MONROE AVE														0
44043430	2117 CORONET BLVD														0
43263270	2718 NEWLANDS AVE														0
43171020	2818 SAN ARDO WAY									1				10/28/2025	1
43263260	2716 NEWLANDS AVE									1				11/24/2025	1
40301030	411 BRIARFIELD WAY									1				9/8/2025	1
45161180	830 GORDON AVE									1				11/26/2025	1
43263240	2712 NEWLANDS AVE														0
44011290	2303 BUENA VISTA AVE									1				11/5/2025	1
45444110	2 WAKEFIELD CT														0
43111010	3717 ENCLINE WAY											1		8/7/2025	1
44142360	1215 NORTH RD														0
45472290	23 SOMERSET CT											1		7/24/2025	1
44322200	1131 NOTRE DAME AVE											1		10/6/2025	1
43232020	2949 MONTE CRESTA DR												1	6/4/2025	1
43191290	3041 SAN JUAN BLVD												1	7/24/2025	1
044241020	2519 READ AVE							1						3/28/2025	1
043233090	2607 LINCOLN AVE									1				1/13/2025	1
045263040	1324 SUNNYSLOPE AVE									1				4/2/2025	1
044331080	1731 VALLEY VIEW AVE									1				3/24/2025	1
040274140	500 CAMBRIDGE ST									1				2/18/2025	1
044194010	455 SOUTH RD									1				2/28/2025	1
043273140	2509 DEKOVEN AVE											1		7/7/2025	1
44093100	2029 ARBOR AVE												1	6/19/2025	1
043112040	3711 NAUGHTON AVE											1		4/15/2025	1
045082120	1840 EL VERANO WAY												1	3/31/2025	1
044231420	2619 PONCE AVE												1	5/7/2025	1
43222390	3210 LONGFELLOW DR														0
43022140	2028 BISHOP RD														0
45151140	919 HOLLY RD														0
45161100	895 LAUREL AVE												1	1/10/2025	1
45444110	2 WAKEFIELD CT											1		4/15/2025	1
44093160	709 ALAMEDA DE LAS PULGAS														0
44064140	1826 OAK KNOLL DR														0
44124140	1714 NOTRE DAME AVE														0
43062290	3806 NAUGHTON AVE														0
44013260	2107 LYON AVE														0

Current APN	Street Address	Project Name ⁺	Acutely Low- Income Deed Restricted	Acutely Low- Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date</u> <u>Issued</u>	# of Units Issued Building Permits
43172030	2722 BARCLAY WAY														0
44372200	1 PHYLLIS CT														0
45121150	1608 CHULA VISTA DR														0
44022270	2411 BUENA VISTA AVE														0
44290600	2005 ARBOR AVE														0
40312080	621 WESSEX WAY														0
44051190	1916 LYON AVE														0
43052050	4120 MARSTEN AVE														0
43072760	3828 NAUGHTON AVE														0
45152550	905 SOUTH RD														0
43112020	3715 NAUGHTON AVE														0
43290400	2608 CIPRIANI BLVD														0
44311170	1860 ROBIN WHIPPLE WAY							1						3/19/2025	1
43263270	2718 NEWLANDS AVE									1				8/19/2025	1
40315010	580 Masonic Way	580 Masonic													0
044171230	LOT 9 MALCOLM AVENUE														0
044171240	LOT 10 MALCOLM AVENUE														0

Table A2															
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier			Affordability by Household Incomes - Certificates of Occupancy												
			10											11	12
Current APN	Street Address	Project Name ⁺	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			0	0	0	0	0	6	0	5	0	9	4		24
040-313-280	951 Old County Rd	Ridge at Masonic													0
45163070	900 El Camino Real	The Corners (LINC Housing)													0
44331030	1747 VALLEY VIEW AVE														0
44251060	2639 PRINDLE RD														0
44311170	1860 ROBIN WHIPPLE WAY														0
44274050	2708 CORONET BLVD														0
44194420	600 KINGSTON RD														0
45249220	1465 SIXTH AVE														0
44222160	765 MIDDLE ROAD (750 ECR)														0
44082030	2028 MONROE AVE														0
44043430	2117 CORONET BLVD														0
43263270	2718 NEWLANDS AVE														0
43171020	2818 SAN ARDO WAY														0
43263260	2716 NEWLANDS AVE														0
40301030	411 BRIARFIELD WAY														0
45161180	830 GORDON AVE														0
43263240	2712 NEWLANDS AVE														0
44011290	2303 BUENA VISTA AVE														0
45444110	2 WAKEFIELD CT														0
43111010	3717 ENCLINE WAY														0
44142360	1215 NORTH RD														0
45472290	23 SOMERSET CT														0
44322200	1131 NOTRE DAME AVE														0
43232020	2949 MONTE CRESTA DR														0
43191290	3041 SAN JUAN BLVD														0
044241020	2519 READ AVE														0
043233090	2607 LINCOLN AVE														0
045263040	1324 SUNNYSLOPE AVE														0
044331080	1731 VALLEY VIEW AVE														0
040274140	500 CAMBRIDGE ST														0
044194010	455 SOUTH RD														0
043273140	2509 DEKOVEN AVE														0
44093100	2029 ARBOR AVE														0
043112040	3711 NAUGHTON AVE														0
045082120	1840 EL VERANO WAY														0
044231420	2619 PONCE AVE														0
43222390	3210 LONGFELLOW DR											1		3/6/2025	1
43022140	2028 BISHOP RD											1		6/27/2025	1
45151140	919 HOLLY RD											1		12/19/2025	1
45161100	895 LAUREL AVE												1	8/4/2025	1
45444110	2 WAKEFIELD CT											1		8/22/2025	1

Current APN	Street Address	Project Name ⁺	Acutely Low- Income Deed Restricted	Acutely Low- Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
44093160	709 ALAMEDA DE LAS PULGAS												1	11/25/2025	1
44064140	1826 OAK KNOLL DR									1				2/10/2025	1
44124140	1714 NOTRE DAME AVE											1		2/19/2025	1
43062290	3806 NAUGHTON AVE							1						10/27/2025	1
44013260	2107 LYON AVE									1				6/12/2025	1
43172030	2722 BARCLAY WAY											1		4/24/2025	1
44372200	1 PHYLLIS CT											1		9/16/2025	1
45121150	1608 CHULA VISTA DR											1		11/3/2025	1
44022270	2411 BUENA VISTA AVE											1		9/4/2025	1
44290600	2005 ARBOR AVE												1	11/6/2025	1
40312080	621 WESSEX WAY												1	6/20/2025	1
44051190	1916 LYON AVE							1						1/13/2025	1
43052050	4120 MARSTEN AVE							1						7/2/2025	1
43072760	3828 NAUGHTON AVE							1						6/12/2025	1
45152550	905 SOUTH RD							1						6/23/2025	1
43112020	3715 NAUGHTON AVE									1				8/22/2025	1
43290400	2608 CIPRIANI BLVD									1				3/4/2025	1
44311170	1860 ROBIN WHIPPLE WAY							1						11/3/2025	1
43263270	2718 NEWLANDS AVE									1				12/1/2025	1
40315010	580 Masonic Way	580 Masonic													0
044171230	LOT 9 MALCOLM AVENUE														0
044171240	LOT 10 MALCOLM AVENUE														0

Table A2																
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier			Streamlining	Historic Sites	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
										0						
040-313-280	951 Old County Rd	Ridge at Masonic	SB 423 (2023)	No	Y	HOME, LIHTC, RDA	Other, DB	N/A	55				100.0%		Development Standards Modification 4	Yes
45163070	900 El Camino Real	The Corners (LINC Housing)	SB 423 (2023)	No	Y	LIHTC, RDA, AHP, HOME, PBS8	Other, DB	NA	57				61.0%		Development Standards Modification 9	Yes
44331030	1747 VALLEY VIEW AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
44251060	2639 PRINDLE RD		NONE	No	Y			ABAG ADU Affordability Methodology								
44311170	1860 ROBIN WHIPPLE WAY		NONE	No	Y			ABAG ADU Affordability Methodology								
44274050	2708 CORONET BLVD		NONE	No	Y			ABAG ADU Affordability Methodology								
44194420	600 KINGSTON RD		NONE	No	Y			ABAG ADU Affordability Methodology								
45249220	1465 SIXTH AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
44222160	765 MIDDLE ROAD (750 ECR)		NONE	No	Y			ABAG ADU Affordability Methodology								
44082030	2028 MONROE AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
44043430	2117 CORONET BLVD		NONE	No	Y			ABAG ADU Affordability Methodology								
43263270	2718 NEWLANDS AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
43171020	2818 SAN ARDO WAY		NONE	No	Y			ABAG ADU Affordability Methodology								
43263260	2716 NEWLANDS AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
40301030	411 BRIARFIELD WAY		NONE	No	Y			ABAG ADU Affordability Methodology								
45161180	830 GORDON AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
43263240	2712 NEWLANDS AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
44011290	2303 BUENA VISTA AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
45444110	2 WAKEFIELD CT		NONE	No	Y			ABAG ADU Affordability Methodology								
43111010	3717 ENCLINE WAY		NONE	No	Y			ABAG ADU Affordability Methodology								
44142360	1215 NORTH RD		NONE	No	Y			ABAG ADU Affordability Methodology								
45472290	23 SOMERSET CT		NONE	No	Y			ABAG ADU Affordability Methodology								
44322200	1131 NOTRE DAME AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
43232020	2949 MONTE CRESTA DR		NONE	No	Y			NA								
43191290	3041 SAN JUAN BLVD		NONE	No	Y			NA								
044241020	2519 READ AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
043233090	2607 LINCOLN AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
045263040	1324 SUNNYSLOPE AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
044331080	1731 VALLEY VIEW AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
040274140	500 CAMBRIDGE ST		NONE	No	Y			ABAG ADU Affordability Methodology								
044194010	455 SOUTH RD		NONE	No	Y			ABAG ADU Affordability Methodology								

Current APN	Street Address	Project Name ⁺	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Infill Units? Y/N ⁺	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000) ⁺	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
043273140	2509 DEKOVEN AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
44093100	2029 ARBOR AVE		NONE	No	Y			NA								
043112040	3711 NAUGHTON AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
045082120	1840 EL VERANO WAY		NONE	No	Y			NA								
044231420	2619 PONCE AVE		NONE	No	Y			NA								
43222390	3210 LONGFELLOW DR		NONE	No	Y			Housing Element 2nd Dwelling Unit Study								
43022140	2028 BISHOP RD		NONE	No	Y			ABAG ADU Affordability Methodology								
45151140	919 HOLLY RD		NONE	No	Y			ABAG ADU Affordability Methodology								
45161100	895 LAUREL AVE		NONE	No	Y			NA								
45444110	2 WAKEFIELD CT		NONE	No	Y			ABAG ADU Affordability Methodology								
44093160	709 ALAMEDA DE LAS PULGAS		NONE	No	Y			NA								
44064140	1826 OAK KNOLL DR		NONE	No	Y			ABAG ADU Affordability Methodology								
44124140	1714 NOTRE DAME AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
43062290	3806 NAUGHTON AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
44013260	2107 LYON AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
43172030	2722 BARCLAY WAY		NONE	No	Y			ABAG ADU Affordability Methodology								
44372200	1 PHYLLIS CT		NONE	No	Y			ABAG ADU Affordability Methodology								
45121150	1608 CHULA VISTA DR		NONE	No	Y			ABAG ADU Affordability Methodology								
44022270	2411 BUENA VISTA AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
44290600	2005 ARBOR AVE		NONE	No	Y			NA								
40312080	621 WESSEX WAY		NONE	No	Y			NA								
44051190	1916 LYON AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
43052050	4120 MARSTEN AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
43072760	3828 NAUGHTON AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
45152550	905 SOUTH RD		NONE	No	Y			ABAG ADU Affordability Methodology								
43112020	3715 NAUGHTON AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
43290400	2608 CIPRIANI BLVD		NONE	No	Y			ABAG ADU Affordability Methodology								
44311170	1860 ROBIN WHIPPLE WAY		NONE	No	Y			ABAG ADU Affordability Methodology								
43263270	2718 NEWLANDS AVE		NONE	No	Y			ABAG ADU Affordability Methodology								
40315010	580 Masonic Way	580 Masonic	NONE	No	Y	Other	DB, INC						100.0%		Development Standards Modification ³	No
044171230	LOT 9 MALCOLM AVENUE		NONE	No	Y											
044171240	LOT 10 MALCOLM AVENUE		NONE	No	Y											

Jurisdiction	Belmont	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted	-	-	-	47	22	-	-	-	-	-	-	69	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-		
Very Low	Deed Restricted	488	-	-	15	-	-	-	-	-	-	-	102	386
	Non-Deed Restricted	-	-	6	6	6	-	-	-	-	-	-		
Low	Deed Restricted	281	-	-	62	14	-	-	-	-	-	-	98	183
	Non-Deed Restricted	-	-	6	5	11	-	-	-	-	-	-		
Moderate	Deed Restricted	283	-	-	-	-	-	-	-	-	-	-	36	247
	Non-Deed Restricted	-	12	6	12	6	-	-	-	-	-	-		
Above Moderate		733	16	6	3	7	-	-	-	-	-	-	32	701
Total RHNA		1,785												
Total Units			28	24	150	66	-	-	-	-	-	-	268	1,517

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):

- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
- If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Belmont							
Reporting Year	2025	(Jan. 1 - Dec. 31)						
Table D								
Program Implementation Status pursuant to GC Section 65583								
Housing Programs Progress Report								
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.								
1	2	3	4	5	6	7	8	9
Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
Program H1.1: Monitor Regional Housing Need Allocation and Residential Capacity.	The City will track the number of units that have been constructed at each income level and the number of units to be built on the identified site to determine the remaining site capacity by income category. The records will be updated continuously as developments are approved.	1/31/2031	6th Cycle	Continuous	Staff is tracking the number of units that have been constructed at each income level and the number of units to be built on each housing element opportunity site, as well as on other properties throughout the city, to determine the remaining site capacity by income category. The records are updated continuously as developments are approved. The City approved 580 Masonic during the reporting period which had one net unit over what was previously anticipated in the Housing Element. The Hill Street at El Camino project started construction and includes the same number of units as reported in the Housing Element.	Other	0	None
Program H1.2: Use Public Funding for Low/Moderate Income Housing.	The City shall utilize local Affordable Housing Funds (Successor Agency Housing Funds, Inclusionary housing in-lieu funds, Commercial Linkage Fees, and Residential Development Mitigation Fees) to fund affordable housing development, and to leverage other public funding sources for affordable housing projects. Priority shall be given to development of housing at lower-income levels. Available and projected Affordable Housing Funds can leverage the production of 100 units during the planning period.	1/31/2031	6th Cycle	In Progress	City Council approved an increase in City contribution for a 125 unit 100% affordable housing project at 803 Belmont Avenue from \$2.5M to \$3.5M. Construction started in Q2 of 2024. City committed to donating land and contributing \$1M in funding to 37 unit 100% affordable housing project at 900 El Camino Real which started construction in May 2025. City committed \$1.0M for a 65 unit 100% affordable development in May 2025 which will start construction in May 2026. The City created a programmatic description of our affordable housing funding program and submitted to MTC for the Transit Oriented Communities Program for the affordable housing production policy requirement.	Units	227	https://belmontgov-my.sharepoint.com/:b:/g/personal/tlieberman_n_belmont_gov/IQDH9IAM1OxCtADfXAY_YuDTAYa0AfgRBS4_L_IA6iin6zI?e=6aJ3cO https://belmontgov-my.sharepoint.com/:b:/g/personal/tlieberman_n_belmont_gov/IQAj3lSXOksMS4uYRk6lrgx6AWBC_QS7ac5v6Mods0dYS3s?e=FP0uQS https://belmontgov-my.sharepoint.com/:b:/g/personal/tlieberman_n_belmont_gov/IQCb9ikPZmVRQ66Lui83z58KAXVe21C_TjHR_iLMzt5Avy4?e=GoVm15
Program H1.3: Water and Sewer Providers. Ensure immediate delivery of the Housing Element to water and sewer providers to facilitate streamline reviews and ensure adequate capacity for housing projects.	Water and sewer service providers must establish specific procedures to grant priority water and sewer service to developments with units affordable to lower-income households based on jurisdictions' Housing Element's RHNA allocation (Gov. Code, Section 65589.7.) The City will immediately deliver the housing element to water and sewer service providers.	10/16/2024	6th Cycle	Completed	City provided the Housing Element to Mid-Peninsula Water District and Silicon Valley Clean Water in January 2025.	Other	1	None
Program H1.4 Establish By-Right Housing Designation for Prior Housing Sites.	Amend the Zoning Code to establish a "by-right" designation for housing sites reused from prior Housing Elements for housing projects that propose a minimum of 20% affordable units.	1/1/2024	6th Cycle	Completed	Completed in January 2024 with adoption of Ordinance No. 2024-1175. Ordinance previously shared with HCD as part of Housing Element Certification process.	Other	1	https://belmontgov-my.sharepoint.com/:b:/g/personal/tlieberman_n_belmont_gov/IQCsr3DvLbF8S7LC1EpXRPQZAYzV0Qg62YSm_SO6fdCNhqs?e=fbH3Cg

Housing Programs Progress Report								
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Program H1.5: Facilitate Pipeline and Pending Projects.	For each housing project, maintain a designated project planner and engineer, as well as a senior manager from both the Community Development Department and Public Works Department to help facilitate the project and monitor progress. 1,023 units (including 194 very low-, 188 low-, 32 moderate-, and 609 above-moderate income units) constructed by end of planning period	1/31/2031	6th Cycle	Continuous	City staff from Housing, Community Development, and Public Works, have worked closely with project sponsors of all pending housing developments, including 100% affordable housing to ensure progress with respect to entitlements, building permit applications, and support of funding applications. Each project has been assigned a project planner and engineer and is overseen by a senior manager from the Community Development Department and the Public Works Department. Planning and Public Works staff meet weekly to coordinate on projects. The projects assisted include: 803 Belmont Ave (125 units), Hill Street at El Camino Real (37 units), 678 Ralston Ave (65 units), 951 Old County Road (63 units), and 580 Masonic (140 units).	Units	430	None
Program H2.1: Support Retention of Existing Lower-Income Units.	☐ Advertise units going to sale to nonprofits. ☐ Outreach and negotiate with owners for affordability extensions. ☐ Provide tenant education and affirmatively market available units to affected tenants. ☐ Objective: 106 units over the cycle.	1/31/2031	6th Cycle	Continuous	In June 2024 City staff contacted the new owner of Bonnie Brae Terrace, a 164 unit senior affordable housing project regarding continued affordability of the property. The owners reported that the property received HUD approval for budget based rent increases of non Section 8 Units in 2024. To ease impact of these increases, the owner agreed to phase in rent increases over a 5 year period. With respect to draft preferences for any new affordable projects in at-risk properties, staff is not aware of any at-risk properties with expiring affordability covenants at this time. The City has an adopted local preference policy for income eligible households displaced by a "no fault" eviction from a housing unit in San Mateo County, if the eviction was completed within three years of the date of application, or eligible households displaced by any activity (including the exercise of police powers and code enforcement) of the City of Belmont or as provided in Health and Safety Code Section 33411.3 or by public projects implemented by the City of Belmont within three years of the date of application.	Other	0	chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.belmont.gov/home/showpublisheddocument/25337/639008901558300000
Program H2.2: Manage Portfolio of Deed Restricted Affordable Units. The City will formalize its method of managing the City's deed restricted units by identifying a service provider or developing additional staff capacity.	☐ Review best practices and evaluate staff resources to manage the portfolio of units. Make a determination on the best way to manage the units. ☐ If the outside provider approach is selected, develop a Request for Proposals to distribute to Bay Area service providers to manage existing and new affordable units, both for sale and rental; select a provider and begin transitioning this work to the provider.	9/30/2024	6th Cycle	Completed	Staff completed analysis in Q3 of 2024 and the City determined to keep management in-house via full time housing staff. In December of 2025, the City completed and published its Below Market Rate Guidelines, created in collaboration with 21 Elements Planning Collaborative Countywide Housing Manager's Group and now posted on City website. The Guidelines outline the requirements for owners and renters of Affordable housing in the City ("BMR Program"). It describes the specific regulatory requirements that apply to eligibility for renting or owning Affordable properties and provides guidance through the application process. The Guidelines outline the policies and procedures used to implement the City's Inclusionary Housing Policy, as adopted by ordinance and outlined in Section 26 and Section 29 of the City's Zoning Ordinance.	Other	0	chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.belmont.gov/home/showpublisheddocument/25344/639011544658330000
Program H2.3: Require Replacement Units.	☐ Adopt a policy requiring new housing development to replace all affordable housing units lost due to new development on site, at equal or greater levels of affordability.	12/31/2025	6th Cycle	In Progress	City conducted best practices review Q1 2025 by reviewing adopted ordinances by jurisdictions in San Mateo County. The City is evaluating recent State law changes to determine whether the proposed draft policy is necessary.	Other	0	None

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Program H2.4: Rehabilitation of Existing Housing Occupied by Lower-Income Households.	Establish partnerships with organizations that provide repair and energy-efficiency improvements for properties occupied by low-income residents, such as Peninsula Clean Energy, El Concilio of San Mateo County, and Rebuilding Together Peninsula, and explore opportunities to increase their reach in Belmont through enhanced financial assistance and targeted outreach to lower-income households. Continue to coordinate with housing service providers, non-profit housing developers, and affordable housing property managers to support their rehabilitation efforts. 20 units occupied by low-income households over the cycle will undergo energy-efficiency improvements or home repairs.	1/31/2031	6th Cycle	In Progress	In February 2025, City staff met with Rebuilding Together Peninsula, El Concilio, and Peninsula Clean Energy to learn more about programs offered by these non-profits and to discuss potential collaboration and partnerships to assist low income Belmont residents with home improvement and energy efficiency projects. Some examples of potential continued collaboration included: workshops for tenants and homeowners, providing opportunities for presentations at City facilities such as the Belmont community center and Belmont library, providing printed materials about available programs at the permit center and tabling at community events such as earth day. The City will also be reaching out to affordable housing developer contacts to help promote PCE's energy retrofit funding programs for existing and new construction. In terms of numbers served, there were 5 total units served in 2025, including 2 income qualified Belmont residents that accessed PCE's building electrification rebates in 2025. Rebuilding Together Peninsula performed work on a low-income group home (7 residents) for developmentally disabled adults (lighting, flooring, fencing, light landscaping, etc.); Rebuilding Together also performed home upgrades for one Senior homeowner: including appliance/fixture repair, fence repair, and railing work; lead abatement work was also scheduled for another low-income homeowner.	Units	5	None
Program H2.5: Preserve Existing Affordable Units.	Work with property owners of existing assisted housing developments for lower-income households and partner with nonprofits to determine methods to extend affordability covenants to preserve affordable units, including assistance from the City.	6/1/2026	6th Cycle	In Progress	Outreach conducted with the owner of the Bonnie Brae Terrace Senior Affordable Housing project in 2024 regarding concerns about long term affordability. Best practices work is ongoing currently, including a survey of programs in neighboring jurisdictions. Belmont Staff is also studying information from the Preservation: California Public Sector Cohort Session materials which were provided at the 21 Elements Housing Managers Meeting and presented in summary by The Housing Endowment and Regional Trust (HEART) of San Mateo County and the San Mateo County Department of Housing, which participated in the Cohort as one of 27 selected local government entities. HEART and San Mateo County presented some key findings from their participation in the Cohort including: program design and implementation, and lessons learned from a model jurisdiction. There are currently no expiring assisted affordable housing developments in Belmont.	Other	0	None
Program H3.1: Home Ownership Financing.	Partner with housing organizations and financing stakeholders to host at least one first time homebuyer workshop in Belmont during the planning period.	9/30/2025	6th Cycle	In Progress	City staff currently working with HEART staff to set up a first time home buyer workshop. Due to HEART restructuring their educational programs, there have been delays in getting this workshop scheduled.	Meetings	0	None
Program H3.2 Continue to Participate in Countywide Below Market Rate Unit Web Portal.	Support the County in maintaining online portal for a BMR applications and waitlist. Promote the County's online portal through the City's website. Modify developer agreements when appropriate to require developers to use the Countywide portal.	1/31/2031	6th Cycle	Continuous	City continuing to participate in Below Market Rate Unit Web Portal, including ongoing City staff training from ABAG/MTC. The County online portal migrated to ABAG/MTC Doorway Portal in 2024. Links to ABAG/MTC Affordable Housing Portal provided under Renter Resources on City Housing website. With respect to modification of development agreements to include web portal, there were no new development agreements in 2025. City will be including requirements for use of the Doorway Portal in the development agreement for 678 Ralston, a 65 unit affordable development that is receiving City funding in 2026.	Other	0	https://www.belmont.gov/i-want-to/find/housing

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Program H4.1: Update Zoning Code to Increase Floor Area Ratios and Density.	□ Modify the Corridor Mixed Use (CMU) zoning district to increase the maximum allowed Floor Area Ratio (FAR) from 1.75 (2.2 with community benefits) to 2.0 (2.5 with community benefits), and to eliminate the maximum residential density metric. □ Modify the Village Station Core (VSC) zoning district to increase the maximum allowed FAR from 1.5 (2.0 with community benefits) to 2.0 (2.5 with community benefits).	3/31/2024	6th Cycle	Completed	Completed in January 2024 with adoption of Ordinance No. 2024-1175. Ordinance previously shared with HCD as part of Housing Element Certification process.	Other	0	None
Program H4.2: Zoning Code Amendments to Remove Constraints. Code Amendments to address: Emergency Shelters, Permanent Supportive Housing, Transitional and Supportive Housing, Low-Barrier Navigation Centers, Density Bonus, Residential Care Facilities, Reasonable Accomodation, Definition of Family, Mobile Homes, Farmworker Housing.	Adopt Zoning Code amendments.	3/31/2026	6th Cycle	In Progress	Zoning code amendments to remove constraints and address Emergency Shelters, Permanent Supportive Housing, Transitional and Supportive Housing, Low-Barrier Navigation Centers, Residential Care Facilities, Reasonable Accommodation, Definition of Family, Mobile Homes, Farmworker Housing adopted by Ordinance 2025-1190 November 25, 2025.	Other	0	https://belmontgov-my.sharepoint.com/:b:/g/personal/tlieberman_n_belmont_gov/IQCnfKAQoEZ7QK-eVIM06PQYAa7vYB_AMKaoPEt6POZ8hXg?e=yY0yz7
Program H4.3: Lot Consolidation Fee Waivers.	Bring proposal to City Council to waive lot consolidation permit fees for developments with at least 20% very low- and/or extremely low-income units.	12/31/2026	6th Cycle	Not Yet Started	Tasks outside APR reportiing period for 2025. Implementation of these objectives have not started yet.	Other	0	None
Program H4.4: Reduce Parking Requirements. Reduce parking requirements in certain residential zoning districts.	The City will modify the parking requirements in the R-2, R-3, and R-4 zoning districts to reduce parking requirements consistent with other multi-family zoning districts (CMU, RC, Village Districts). It should also be noted that since January 2023, Assembly Bill 2097 has prohibited all Cities from enforcing minimum parking standards on properties within one half mile of public transit. A large majority of R-2, R-3, and R-4 properties are located within one half mile of public transit and will not be subject to minimum parking standards.	3/31/2026	6th Cycle	Completed	Modifications to the Zoning Ordinance parking requirements including reducing parking requirements in certain residential zoning districts as required under Program H4.4 were adopted by the Belmont City Council with Ordinance 2025-1190 November 25, 2025.	Other	1	https://belmontgov-my.sharepoint.com/:b:/g/personal/tlieberman_n_belmont_gov/IQCnfKAQoEZ7QK-eVIM06PQYAa7vYB_AMKaoPEt6POZ8hXg?e=yY0yz7

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Program H4.5: Evaluation of Zoning Constraints.	☐ Maintain a list of housing applications and use of State Density Bonus law with particular attention to what concessions/incentives and waivers developers are requesting. ☐ Monitor how developers are applying the City's Objective Design Standards and track feedback from developers on any standards that are difficult to implement. ☐ Monitor applications for Conditional Use Permits for ground floor residential to determine if the current provisions are appropriate to maintain the City's goal of supplying commercial uses to serve the growing residential population and are not a barrier to housing development. ☐ Conduct a review of peer cities to confirm that Belmont's zoning standards are in line with other cities that support diverse housing opportunities. The review will also include consulting and considering feedback from local and regional market rate and affordable housing developers. ☐ If the resulting analysis identifies opportunity to remove additional constraints, complete zoning code amendments to remove those constraints.	12/31/2026	6th Cycle	In Progress	Staff has established a list of housing applications tracking how State Density Bonus was applied. Staff is monitoring this list to see if patterns emerge in the requests for incentives and waivers as an indication that some development standards may be a constraint to development. No patterns have been identified in the reporting year and staff will continue to monitor. Staff is also monitoring feedback from developers related to implementation of the Objective Standards. In response to that feedback, language and formatting changes were made to the Objective Standards section of the Zoning Ordinance to increase clarity. Adoption of those changes occurred in November 2025. In the reporting period, no Conditional Use Permit applications have been received for ground floor residential; this requirement has not been a constraint to housing production. Staff will continue to monitor.	Other	1	None
Program H4.6: Update the City's Webpage to Provide Enhanced Information for Housing Developers.	☐ Create and maintain a developer resources page to make it easier to navigate the City's development process; include updated development and impact fees consistent with State law. ☐ Prepare written procedures for SB 35 projects. Update the City's website with information and resources for SB 35 streamlined ministerial review, including providing a Notice of Intent form.	1/31/2031	6th Cycle	Continuous	The first phase of this work has been completed. The City website has been updated to add a housing developers resource page including information on SB 35 streamlining, SB330 processing and development fees. This page will be updated as additional information becomes available. The City is undertaking a website refresh in 2025-2026. During that process, staff will implement a new, upgraded page for housing developers.	Other	0	None
Program H4.7: Monitor Commercial Development in Mixed-Use Districts.	☐ Maintain a list of development applications in Commercial Mixed-Use districts with particular attention to whether or not commercial development is being proposed as a mixed-use or as a stand-alone use. ☐ Analyze whether zoning amendments or other development incentives are needed to encourage residential development in these zones and implement changes within one year of shift in development trends towards 100% commercial projects.	1/31/2031	6th Cycle	Continuous	Staff is monitoring for potential commercial or mixed use developments in mixed use zones to ensure commercial is not outperforming housing. In the reporting period there were no new commercial projects in mixed use zones.	Other	0	None

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Program H5.1: Update Website to Improve Access to Fair Housing Information and Housing Services	☐ Maintain and improve webpage with comprehensive housing related information and materials for low-income households seeking housing opportunities, and coordinate with providers to market programs electronically. ☐ Provide an easy way for residents and property owners to find information on fair housing laws, rights, and responses (e.g., filing a complaint and ensuring property owners do not violate fair housing laws) on the City's website. ☐ Provide information in multiple languages. ☐ Conduct a best practices review of other jurisdictions' websites. Update Belmont's website to contain fair housing resources and information on how to connect with housing services. ☐ Update website quarterly and promote through City newsletter. ☐ On an annual basis, maintain an average of two families in the Self Sufficiency Program, and two households in the Housing Readiness Program.	6/30/2025	6th Cycle	Completed	The City has updated and maintained extensive links to housing related resources for low income households, including: Doorway Housing Portal, Project Sentinel, Samaritan House, the Legal Aid Society of San Mateo County, Bay Area Legal Aid, California Civil Rights Department, and HIP Housing. With regard to HIP Housing programs, Belmont families in the self-sufficiency program in 2025 was 3 in Q1 and Q2, and 2 in Q3 and Q4. Housing readiness program senior clients in 2025 peaked at 5 individuals. Best practices review completed in 2025 with review of neighboring jurisdiction websites, including the Cities of San Carlos, Redwood City and Foster City. Website update completed in 2025 with addition fair housing information and resources. Staff also added links to California Civil Rights Department fair housing enforcement.	Other	0	https://www.belmont.gov/i-want-to/find/housing
Program H5.2: Coordinate with other jurisdictions and agencies in the County to advance AFFH goals.	☐ Attend regular meetings with 21 Elements (with planners and housing staff), 21 Directors (with Community Development Directors) and Housing Managers group. ☐ Collaborate with peer jurisdictions to implement Housing Element Programs that would benefit from efficiencies of scale	1/31/2031	6th Cycle	Continuous	Staff have been regularly attending 21 Elements monthly meetings including the Directors meeting, Housing Managers meeting and the BMR Working Group meeting.	Meetings	12	None
Program H5.3: Modify the Inclusionary Housing Program	Adjust the City's Below Market Rate (Inclusionary) Program to provide pathways for the construction of affordable units that address the needs of residents with extremely low and very low incomes who face very high rates of cost burden in the city.	12/31/2024	6th Cycle	In Progress	The fee study is in process with 21 Elements (a Countywide Planning and Housing Collaborative). Belmont led a grant application with 8 other cities for grant funds for a feasibility study from Metropolitan Transportation Commission (MTC). \$500,000 in MTC Grant funds awarded in 2025 to support the updated housing fee study. Consultant selected and work is underway for the housing fee study.	Other	1	None
Program H5.4: Work with Housing Developers to Affirmatively Market Housing to Households with Disproportionate Housing Needs.	The City actively supports collaboration between the private sector and service providers to connect persons in need of housing with new housing opportunities. Special attention will be paid to Black and Hispanic households that are more cost burdened and persons with disabilities.	12/31/2024	6th Cycle	Completed	Completed 2024. No new marketing plans were generated to be reviewed in 2025.	Meetings	0	None
Program H5.5: Provide Fair Housing Training for Landlords and Tenants.	☐ Increase awareness of fair housing laws and tenants' rights to reduce unlawful discrimination and displacement. ☐ Partner with Project Sentinel to provide training every two years. Market training through direct outreach to landlords and through local service providers to reach tenants and enroll 10 residents in each training. ☐ Conduct a City Council study session on fair housing laws and available resources and notify at least 10 large multifamily property owners and five service providers to encourage participation in the meeting.	12/31/2024	6th Cycle	Continuous	Ongoing annual check in with Project Sentinel completed. The Fair Housing City Council study session with Project Sentinel was held on November 25, 2025. The City conducted outreach to at least 10 large multifamily property owners and five service providers to encourage participation in the meeting. The City is currently coordinating with Project Sentinel to host another Fair Housing training with a goal of enrolling 10 residents in the training.	Meetings	1	None

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Program H5.6: Expand Tenant Protections.	Extend AB1482 provisions to require tenant relocation payments for No Fault evictions for those with tenure less than one year. Explore tenant protection policies that require documentation from landlords who use substantial remodel exemption to evict tenants. Establish Right to Return policy for tenants displaced from homes due to demolition or substantial remodels. Conduct proactive outreach to tenants and tenant groups and engage with 30 rental households a year on tenant protection policies and available resources.	3/31/2026	6th Cycle	In Progress	City applied for an MTC grant to evaluate tenant protection policies including: no net loss and right to return to demolished homes policies, as well as tenant anti-harassment policies but the grant application was not funded. City staff reviewed and provided feedback on MTC's model ordinances on these topics. Staff is awaiting final revisions from MTC on the model ordinances prior to moving forward with adoption.	Other	0	None
Program H5.7: Continue Financial Support of Existing Home Sharing Program.	Provide financial support each fiscal year through 2031 in the amount of \$5,000. Meet annually with HIP staff to discuss outreach methods and opportunities to reach underserved populations. On an annual basis, maintain an average of eight (8) households in a Home Sharing match. Match three (3) new residents per year with a housemate.	1/31/2031	6th Cycle	Continuous	City of Belmont continues to provide financial support to HIP Housing. City met with HIP Housing within one year of Housing Element Certification (before October 16, 2025) in May 2025 to discuss HIP Housing's programs and talk about ways to help them market the services they provide, including a City presentation. HIP Housing made presentation to the City's Planning Commission on Nov 18, 2025. HIP Housing reports on a number of program metrics for Belmont each quarter for its Home Sharing Program. Some key figures from the program in 2025 included: 64 housing inquiry calls, 23 home sharing interviews for Belmont residents, 8 home sharing interviews for clients working in Belmont, 5 home sharing placements for Belmont residents and 2 home sharing placements for persons who work in Belmont. The number of clients in a home sharing match varied during the year ranging from 13 in the first quarter to 12 residents at the end of the year, exceeding program goals. Belmont families in the self-sufficiency program was 3 in Q1 and Q2, and 2 in Q3 and Q4. Housing readiness program senior clients in 2025 peaked at 5 individuals.	Persons	12	None
Program H5.8: Facilitate Development of Housing on Institutional Properties.	Conduct direct outreach to religious institution site owners or operators to inform them about SB4 (California Government Code Section 65913.16) that allows by-right processing of certain affordable housing projects and any other regulations that encourage housing development on these sites. Conduct direct outreach to site owners or operators of private schools to discuss the feasibility of developing housing on their sites. Provide technical assistance to religious and educational institutions including offering meetings, assigning a dedicated planner, assisting with development feasibility studies, and connecting institutions with potential developers or design professionals to help expedite the process. As appropriate provide incentives for development such as streamlined review and financial assistance for affordable projects.	10/16/2025	6th Cycle	Continuous	The City has continued to provide technical assistance in 2025 to one church that expressed interest in pursuing affordable housing on their property. This assistance included preliminary zoning analysis. Outreach letters were sent to all religious institutions with property in Belmont in May of 2025 informing them about SB4 and offering resources to interested institutions. City Staff also participated in an SB4 Conclave (Sacred Land, Shared Futures: Cities + Congregations for Housing) on Oct. 8, 2025, where panels discussed their experiences with SB4. In addition, City staff were paired with interested religious institutions from their jurisdictions in break out groups. As a result of this event Staff held a meeting and toured a property with one church in Belmont that expressed interest in developing housing on church land. The City is meeting with UC Investments, the new owner of the Notre Dame DeNamur University (NDNU) campus to review their plans for the future of the Belmont campus.	Meetings	2	None
Program H5.9: Amend Zoning Code to Facilitate Production of ADUs and SB9 units.	Complete zoning ordinance amendments to allow ADUs and SB9 units up to 1,200 square feet on single-family properties 10,000 square feet or greater. This would complement State law by allowing larger ADUs on larger properties spread throughout the city. Complete zoning ordinance amendments to allow all properties zoned single-family to convert from one unit to two units within the existing building envelope through a ministerial process. This would complement SB9 law by allowing greater flexibility in unit sizes. SB9 captures the division of existing homes to two units up to 800 square feet per unit. This program would allow any existing home to be divided into a duplex, regardless of the unit sizes. The property owner would also be allowed to build an ADU and JADU (for a total of 4 units).	10/16/2025	6th Cycle	In Progress	The City actively promotes ADU construction and complies with all State laws. Staff participates in the leadership of the San Mateo County ADU Resource Center and implements best practices for ADU technical assistance. Updates to the Zoning Code to further facilitate ADU and SB9 construction have been delayed due to senior staff working on other State law implementation (including AB130 and SB79). Staff anticipates undertaking the Zoning Code amendments in fall 2026.	Other	0	None

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Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
Program H5.10: Provide Financial Support for ADUs that Serve Lower-Income Households.	Analyze best practices for establishing an effective grant or loan program for ADUs. Participate in Countywide ADU Resource Center process for developing a loan/grant program and determine whether Countywide program meets the City's needs and objectives. Finalize program and conduct outreach through the City website and newsletter, as well as local service providers. Target five grants/loans for five households during the planning period. Target special needs populations such as seniors, persons with disabilities, and large households.	12/31/2025	6th Cycle	In Progress	Our jurisdiction was actively involved in a collaborative process to design a county-wide affordable ADU program throughout 2025. A working group of participating jurisdictions worked with the ADU Resource Center to develop a program concept based on research into similar programs and financial viability analysis. Program offerings will include financial incentive to decrease the costs of ADU construction and one-stop-shop technical assistance to help homeowners build ADUs.This program is still in development and will be the basis for the Belmont affordable ADU grant or loan program. The ADU Resource Center will be managing this program on behalf of the City.	Other	0	None
Program H5.11: Conduct Outreach to Encourage ADU and SB9 Unit Production.	Perform analysis and identify areas of the city with the highest potential for the addition of ADUs and JADUs due to sloping lots that create underfloor area prime for conversion to living area. Conduct direct outreach to those property owners and provide technical assistance. Target special needs populations such as seniors, developmentally disabled, and large households. Establish an online plans gallery to allow property owners to access pre-reviewed ADU plans that can be downloaded for free or purchased from the designer. Homeowners will be able to search for specific types and sizes of ADUs to meet a variety of needs. Participate in Countywide ADU Resource Center to facilitate coordinated, high-quality outreach and technical assistance. Create high-quality outreach materials including website updates, handouts, FAQs and application forms. Include materials targeted toward homeowners, rather than just design professionals. Conduct annual outreach to all ADU/JADU/SB9 property owners with HIP Housing information to encourage rental to a range of households (not just friends and family).	1/31/2031	6th Cycle	Continuous	City staff served on the steering committee to establish the non-profit ADU Resource Center of San Mateo County, a joint project of 16 jurisdictions formed to help meet our housing goals. In 2024, staff actively participated in establishing the business model, hiring the founding executive director, and setting the work plan for the Center. So far, the Resource Center has established an online plans gallery, launched a new website, created new outreach materials, hosted webinars, and hosted staff training on implementation of new ADU laws. The Resource Center has assisted the City with new outreach materials in 2025. The ADU Plans Gallery was customized with Belmont-specific information in 2025 and is currently on line via the ADU Resource Center website. Staff has been promoting the Resource Center via housing interest list, City weekly newsletter, and permit center handouts. Our paid membership with the ADU Resource Center allows homeowners in Belmont to access expert, personalized ADU guidance at no cost to them. It also offers free Feasibility Consults and a dedicated Help Line to help residents explore what's possible on their property and navigate the ADU process. The goal of these services is to help meet Belmont's ADU target by supporting residents with their ADU projects. The Resource Center offers online resources and webinars on a range of ADU topics The City completed an ADU location analysis map showing generally even distribution in the City. A sloped sites letter was sent out to property owners in October 2025, encouraging the conversion of existing underfloor areas to ADUs and offering technical resources including information about the ADU Resource Center. An outreach letter to all existing ADU/ADU/SB9 owners was sent in August 2025 with information about HIP Housing's home sharing and other programs to encourage renting to a range of households.	Other	0	None

Jurisdiction	Belmont	NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
040-261-060	503 Crest View Avenue	Other	1	Exempt Surplus Land	0.194	Declared surplus on 2/25/25. Intermediate Care Facility for developmentally disabled individuals.
044-222-140	730 El Camino Real	Residential	1	Exempt Surplus Land	0.166	Declared surplus on 2/25/25. Group home for developmentally disabled adults.
045-261-010	1000 O'Neill Avenue	Residential	2	Exempt Surplus Land	0.299012856	Declared surplus on 2/25/25. Residential Duplex. Duplex plus garage covers 3 parcels.
044-222-180	780 El Camino Real	Vacant	0	Exempt Surplus Land	0.125	Declared surplus on 10/28/25. Vacant Parcel.

Jurisdiction	Belmont	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	Yes	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	chrome-extension://efaidnbmnnnibpcajpcgiclfindmkaj/https://www.belmont.gov/home/showpublisheddocument/25337/639008901558300000	
Notes		

SENATE BILL 341 ANNUAL HOUSING SUCCESSOR REPORT
CITY OF BELMONT LOW MODERATE INCOME HOUSING ASSET FUND
Fiscal Year July 1, 2024 – June 30, 2025
Per H&SC 34176.1

<u>Item #</u>		<u>FY 2025</u>
1	The amount the city, county, or city and county received pursuant to subparagraph (A) of paragraph (3) of subdivision (b) of Section 34191.4.	\$0

- 2 The amount deposited to the Low and Moderate Income Housing Asset Fund, distinguishing between amounts deposited pursuant to subparagraphs (B) and (C) of paragraph (3) of subdivision (b) of Section 34191.4, amounts deposited for other items listed on the Recognized Obligation Payment Schedule, and other amounts deposited.

LMIHAF Revenues:

Sale of Capital Assets (LMI Property)	\$ 1
Rental/lease income	\$ 72,947
Interest Income	\$ 266,501
Loan Receivables	\$ -
Grant Reimbursements	\$ -
Miscellaneous	\$ -
TOTAL:	<u>\$ 339,449</u>

- 3 Statement of Fund Balance @ 6/30/25 Year End (Source: FY2025 ACFR) \$ 4,033,613

4 **Description of expenditures from LMIHAF**

LMIHAF Expenditures:

Occupied Affordable Rental Housing
Operations:

Expenditures on Low Income	\$ 36,180
Expenditures on Very Low Income	\$ 12,060
Expenditures on Extremely Low Income	\$ 12,060
Administrative Costs	\$ 232,160
Housing Successor Owned LMI Property Tax	\$ 16,298
Loans funded for Affordable Rental Housing Development	\$ 1,000,000
Housing Element preparation	\$ 30,469
	<u>\$ 1,339,227</u>

- 5 **Statutory Value of Real Property, the value of loans/grants receivable, and the sum of these two amounts.**

Real Property Owned by Housing Successor Agency	\$ 2,485,215
Loans Receivable (Notes)	\$ 7,552,815
Total Real Property Plus Loans Receivable	<u>\$ 10,038,030</u>

6 **Description of Transfers:**

Description of transfer made, if any, to another housing successor agency pursuant to H&SC 34176.1(c)(2), including whether the funds are encumbered and the status of projects, if any, for which the transferred LMIHAF will be used.

No Transfer Made Per H&SC
34176.1(C)(2)

7 Project Descriptions:

A description of any project for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project.

The Housing Successor does not receive or hold property tax revenue; the Belmont Successor Agency fully dissolved in June 2022 and Recognized Obligation Payment Schedules are no longer prepared.

8 Status of Compliance with Section 33334.16:

For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project.

Real Property Owned by Housing Successor Agency	Date Acquired	DOF Transfer Approved	Deadline to Initiate Activity	Status of Compliance with 33334.16 (All properties compliant FY2022)
APN 045-244-150, 1365 Fifth Avenue	12/31/1996	8/30/2012	8/31/2017	Firehouse Square Phase 2 Disposition and Development Agreement (DDA) Executed 10/31/19; Property sold June 2022. Project
APN 044-222-140, 730 El Camino Real	8/30/1994	8/30/2012	8/31/2017	Occupied, low-income special needs group home (Kainos)
APN 040-261-060, 503 Crestview	5/5/1997	8/30/2012	8/31/2017	Occupied, very-low income special needs group home
APN 045-261-010/020/030, 1000 O'Neill Ave #1 & #2	8/2/1994	8/30/2012	8/31/2017	Occupied, 2-units moderate-income
APN 040-500-170, 30 Oxford Place	9/5/2007	8/30/2012	8/31/2017	Property sold FY 2023
APN 106-190-070, 300 Davey Glen Rd #3507	2/19/2009	8/30/2012	8/31/2017	Property sold FY 2023
APN 106-270-060, 400 Davey Glen Rd #4606	1/30/2009	8/30/2012	8/31/2017	Property sold FY 2023
APN 044-222-180, 780 El Camino Real	9/25/2008	8/30/2012	8/31/2017	RFP for development of affordable housing issued June 2017; rezoned via General Plan Phase I Zoning November 2017.
APN 045-162-070, 868, 870, 876 El Camino Real	4/2/2009	8/30/2012	8/31/2017	Property sold FY 2025 for LINC Affordable Housing Development
APN 045-244-160, 875 O'Neill Avenue	12/31/1996	8/30/2012	8/31/2017	Firehouse Square Phase 1 Affordable Housing Project; long term lease executed August 2020, 65 affordable units completed in May 2023.
APN 045-162-080, 884 El Camino Real, 810 Hill Street	3/10/2010	8/30/2012	8/31/2017	DDLA with Linc Housing approved by City Council in February 2023.
APN 045-162-090, 898 El Camino Real, 800 Hill Street	3/10/2010	8/30/2012	8/31/2017	DDLA with Linc Housing approved by City Council in February 2023.
APN 045-163-070, 900 El Camino Real	8/20/2010	8/30/2012	8/31/2017	DDLA with Linc Housing approved by City Council in February 2023.
APN 045-182-220, 1085 Sixth Avenue	3/20/1996	8/30/2012	8/31/2017	Rezoned via Belmont Village Specific Plan, adopted November 2017. In discussions with adjacent property owner for future redevelopment.
APN 045-182-260, 843 Ralston Avenue	10/20/1998	8/30/2012	8/31/2017	Rezoned via Belmont Village Specific Plan, adopted November 2017; Developed with interim use open space plaza.
APN 045-244-010, 1300 El Camino Real	3/14/2011	8/30/2012	8/31/2017	Firehouse Square Phase 1 Affordable Housing Project; long term lease executed August 2020, project construction

9 Outstanding Obligations Per 33413

A description of any outstanding obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successor's plans to meet unmet obligations.

The Belmont Housing Successor does not have any obligations to fulfill under Section 33413.

10 Income Restrictions:

After expenditures allowed for monitoring and preserving the long-term affordability of units, the housing successor shall expend all funds remaining in the Low and Moderate Income Housing Asset Fund for the development of housing affordable to and occupied by households earning 80 percent or less of the area median income, with at least 30 percent of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30 percent or less of the area median income and no more than 20 percent of these remaining funds expended for the development of housing affordable to and occupied by households earning between 60 percent and 80 percent of the area median income. A housing successor shall demonstrate in the annual report described in subdivision (f), for 2019, and every five years thereafter, that the housing successor's expenditures from January 1, 2014, through the end of the latest fiscal year covered in the report comply with the requirements of this subparagraph.

5% of Real Property Assets & Loans Receivable (Notes): \$ 501,901.48

Total Expenditures per CAFR:	Total Expenditures		Expenditures In Excess of 5% Cap
FY 2014	\$	46,970.12	\$ -
FY 2015	\$	105,896.00	\$ -
FY 2016	\$	135,031.00	\$ -
FY 2017	\$	244,126.56	\$ -
FY 2018	\$	157,155.40	\$ -
FY 2019	\$	124,547.52	\$ -
FY 2020	\$	468,573.00	\$ 56,730.02
FY 2021	\$	215,889.00	\$ -
FY 2022	\$	447,453.00	\$ -
FY 2023	\$	419,878.00	\$ -
FY 2024	\$	3,901,181.00	\$ 3,399,279.52
FY 2025	\$	1,339,227.00	\$ 837,325.52
Total	\$	7,605,927.60	

11 Senior Housing Restrictions:

The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time

Unit Category

Assisted Senior Rental Units	0
Total Assisted Rental Units	312
Percentage Senior Rental Housing	0%

12 Excess Surplus:

The amount of any excess surplus, the amount of time that the successor agency has had excess surplus, and the housing successor's plan for eliminating the excess surplus. "Excess surplus" is defined as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater (H&SC 34176.1(d)).

	LMIHF Deposits	
FY 2025	\$	(3,157,926)
FY 2024	\$	(3,564,525)
FY 2023	\$	(339,449)
FY 2022	\$	(4,140,958)
FY 2021	\$	(285,230)
FY 2020	\$	(94,253)
FY 2019	\$	(124,285)
FY 2018	\$	(130,861)
FY 2017	\$	(126,233)
FY 2016	\$	(354,097)
FY 2015	\$	(122,871)

Use of Excess Surplus:

In FY 2025, total cash balance in the LMIHF Affordable Housing Fund was \$3,157,926. This included repayment of the \$3.8 million loan for Firehouse Square Phase II in FY 2024 and reimbursement of grants for Housing Element expenditures. All proceeds have been deposited into the LMIHF funds (275). The City paid out a \$3.5 million to ROEM Development Corporation for development of 125 affordable units at El Camino Real and Belmont Avenue during FY 2024 and a \$1 million loan to LINC Housing for the development of 37 affordable units in FY 2025. The remaining surplus funds will be used provide loans to other pending affordable multifamily developments, including the \$1 million loan that has been committed to the 65-unit 678 Ralston affordable housing project or to finance Housing Element implementation programs such as the provision of loan funds to assist with affordable ADU construction.

13 Homeownership Unit Inventory:

An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3. This inventory shall include all of the following information:

(A) The Number of those Units.

(A) 19

(B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses.

(B) 3 units were sold from the portfolio during fiscal year 2023 to raise funds to support affordable multifamily housing developments.

(C) Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.

(C) The proceeds from the sale of the 3 units generated \$2,940,000 which was deposited back to the LMIHF fund

(D) Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the

(D) The Belmont Housing Successor does not currently contract with any outside entity for bmr unit management.



Housing Annual Reports March 24, 2026

Housing Element Annual Report

- Complete report each year for the previous calendar year; this report is for 2025
- State HCD is tracking 2025 Housing Element progress with greater attention than in prior years
- Updated reporting form requires information on quantified outcomes for Housing Element programs
- Focus is on both unit production and progress on housing program implementation
- HCD continues to encourage reporting on in-progress program implementation items occurring after the 2025 reporting period



Housing Unit Production

- Report on applications, entitlements, building permits issued, and building permits finalized
- Only building permits issued count toward RHNA housing unit progress
- Issued building permits for 29 new Accessory Dwelling Units (ADUs)
- Issued permits for 37-unit affordable project – Hill Street at El Camino Real
- Approved entitlements for 63-unit affordable development – 951 Old County Rd (Ridge at Ralston)
- Approved 140-unit development with 25 affordable units – 580 Masonic Ave



RHNA Progress

- As of the end of 2025, Belmont issued 268 building permits in this RHNA cycle
- This is approximately 15% of the 1,785 new building permits it needs to meet the 2023-31 RHNA requirements
- If all entitled units are included, the City is on track to meet roughly 36% of the total RHNA unit requirement



Housing Program Implementation Highlights

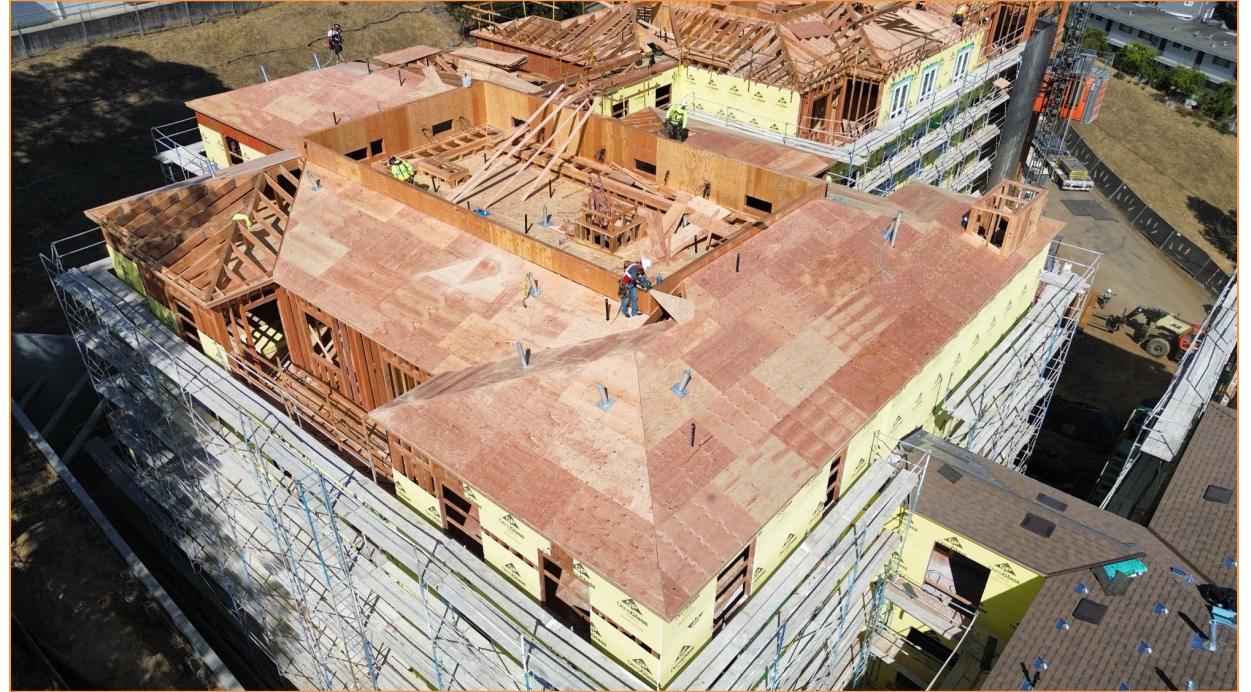
- \$1.0 million in City funding allocated for the affordable 678 Ralston development (the Ridge at Ralston) to support its award of State tax credits
- Completed Below Market Rate Housing Guidelines to assemble best practices on implementation of the City's affordable housing programs and policies
- Continued outreach to local partners to obtain and share information on home rehabilitation opportunities for low-income households
- Continued financial support for HIP Housing's home sharing program
- Sent outreach letters to property owners with high potential for ADU development

Housing Program Implementation Highlights

Adopted Zoning Code amendments to implement Housing Element Programs

- Part of Zoning Amendments in 2025 that updated the CMU District
- Text amendments to remove constraints for specialized housing types such as Emergency Shelters, Permanent Supportive Housing, Transitional and Supportive Housing
- Updated parking requirements in R-2, R-3 and R-4 Districts to be consistent with other multi-family districts
- Participated in the Countywide ADU Resource Center and affordable ADU Program

- Complete report each year for the previous fiscal year; this report is for FY 2024-2025
- Submitted at the same time as the Housing Element Annual Report
- Technical report on use of the Affordable Housing Fund and assets



803 Belmont Ave Housing



Questions?



STAFF REPORT

Meeting Date: March 24, 2026
Agency: City of Belmont
Staff Contact: Ann Ritzma, Interim Administrative Services Director, aritzma@belmont.gov
Agenda Title: Annual Report on Vacancies and Recruitment and Retention Efforts for 2025
Agenda Action: For Information Only

Recommendation

Receive report on the City's workforce vacancies, and recruitment and retention efforts in compliance with Assembly Bill 2561. (Gov. Code § 3502.3.)

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

This report fulfills the City of Belmont's obligation under Assembly Bill 2561 ("AB 2561"), chaptered September 22, 2024 and effective January 1, 2025, which adds Section 3502.3 to the California Government Code (part of the Meyers-Milias-Brown Act). The law requires all local public agencies subject to the MMBA to present the status of vacancies and recruitment and retention efforts at a public hearing before the governing body at least once per fiscal year, and, if a budget will be adopted during the fiscal year, prior to final budget adoption.

1. Annual Public Hearing

Once per fiscal year, the City must present the following information at a public hearing before the City Council:

- The current status of vacancies across City positions and the recruitment and retention efforts underway to address them (Gov. Code § 3502.3(a)(1)); and
- An identification of any policies, procedures, or recruitment practices that may be creating obstacles in the hiring process, along with any necessary changes to address those obstacles (Gov. Code § 3502.3(a)(3)).

If the City Council adopts an annual or multiyear budget during that fiscal year, this presentation must take place before the City Council adopts its final budget. (Gov. Code § 3502.3(a)(2).)

2. Employee Organization Participation

Each recognized employee organization representing a City bargaining unit must be given the opportunity to make presentations at the public hearing regarding vacancies and recruitment and retention efforts. The City currently has three (3) recognized bargaining units. (Gov. Code § 3502.3(b).)



3. Additional Reporting When Vacancies Are High

If vacancies within any single bargaining unit reach or exceed 20% of that unit's authorized full-time positions, the City must, upon request of the recognized employee organization for that unit, provide the following additional information at the public hearing:

- The total number of current vacancies in the bargaining unit;
- The number of applicants who have applied for those positions;
- The average time it takes to fill vacant positions; and
- Opportunities to improve compensation and working conditions for employees in that bargaining unit.

Analysis

This is the second annual presentation to City Council since the implementation of AB 2561. The City is required to provide information on the following:

1. The status of vacancies at the City;
2. The City's recruitment and retention efforts;
3. Identification of any obstacles in the City's policies, procedures, and recruitment activities that may create challenges in the hiring process; and
4. If vacancies within a single bargaining unit meet or exceed 20% of total authorized full-time positions, additional information shall be provided upon request by the recognized employee organization(s).

As of December 31, 2025, the City's overall job vacancy rate was 5.8%. During the reporting period, no bargaining unit met or exceeded the 20% vacancy threshold, and therefore no additional reporting was triggered. A comprehensive report will be presented at the City Council meeting in accordance with the Policy.

Strategic Alignment

A well-staffed City workforce directly supports the City Council's strategic priorities, including maintenance of public safety service levels, timely delivery of community development and permitting services, continued infrastructure investment under the Capital Improvement Program, and ongoing economic development efforts including the City's Economic Development Strategic Plan Update and the potential annexation and development of the Harbor Industrial Area. Persistent vacancies in key departments, if unaddressed, could compromise the City's ability to execute on these priorities.

This report is presented in compliance with Assembly Bill 2561 and Government Code § 3502.3. Staff recommends that the City Council receive and file this Annual Position Vacancies, Recruitment, and Retention Report, and provide any direction to staff regarding recruitment priorities, workforce investments, or process improvements it deems appropriate.

Alternatives

1. Request additional information.
2. Take No Action



Attachments

A. Presentation

Fiscal Impact

☒ No Fiscal Impact

☐ Funding Source Confirmed:

There is no fiscal impact associated with conducting the public hearing required under Government Code Section 3205.3. However, addressing recruitment and retention issues may involve future budget and bargaining considerations, which will be presented to the City Council as necessary.

Source:

Staff

Purpose:

Statutory/Contractual Requirement

Public Outreach:

Posting of Agenda



City of Belmont – AB2561 Presentation Recruitment and Retention Efforts in 2025 (Calendar)

Ann Ritzma, Administrative Services Director
March 24, 2026

Background

- Effective January 1, 2025, Government Code section 3502.3 was added to the Meyers-Milias-Brown Act (MMBA) requiring government entities to hold public hearings and report on:
 - Workforce vacancies
 - Recruitment and retention efforts
 - Any necessary changes in policies, procedures and recruitment activities that may lead to obstacles in the hiring process
- The new legislation addresses the issue of job vacancies in local government and the impact of vacancies on an agency's ability to delivery of public services and consider employee workload.



Background

- The City Council adopted a Vacancy Reporting Policy on February 25, 2025 to guide the process of providing the public with information on City vacancies, recruitment and retention efforts and issues with policies, procedures, and recruitment activities.
- Per the Policy, the following is being provided
 - Workforce Information
 - Vacancy Information
 - Recruitment Information
 - Hiring Issues
 - Retention Information



Workforce Information

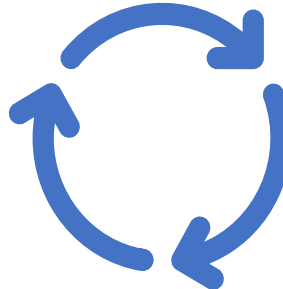


- **Total Budgeted/Authorized Full-time Positions: 139.75**
- **Services Rendered to the Public by Budgeted/Authorized Workforce:**
 - **Police Services**
 - **Public Works – maintaining and enhancing the City’s streets, traffic systems, storm water and sewer systems**
 - **Parks and Recreation – providing cultural programs, special events, classes, youth and senior programs and managing 63 acres of parks and open space**
 - **Community Development – reviewing and issuing building permits, planning applications, development plans and planning documents**
 - **Providing strategic Economic Development plans and implementing the City’s Housing programs**

Vacancy Information

2025 Vacancy Statistics:

Average: 5.8% Highest: 9.3% Lowest: 2.9%

Month/Year	# of Vacancies Created	# of Vacancies Filled	# of Remaining Vacancies	# of Budgeted FTEs	% of Vacancies	Calendar Year Vacancy % Monthly Summary			
25-Jan	1	0	4	139.75	2.90%				
25-Feb	1	1	4	139.75	2.90%				
25-Mar	2	1	5	139.75	3.60%				
25-Apr	3	1	7	139.75	5.00%				
25-May	3	0	10	139.75	7.20%				
25-Jun	3	1	12	139.75	8.60%				
25-Jul	1	0	13	139.75	9.30%				
25-Aug	2	3	12	139.75	8.60%				
25-Sep	1	4	9	139.75	6.40%				
25-Oct	1	4	6	139.75	4.30%				
25-Nov	1	0	7	139.75	5.00%				
25-Dec	2	0	9	139.75	6.40%				
						2025 Average % 5.80% Highest % 9.30% Lowest % 2.90%			

Recruitment Process

Established in the Personnel Rules and Regulations

Recruitment/Hiring Process Step	Description
Vacancy Created	Voluntary Separation, Retirement, Involuntary Separation, Internal Movement, Newly Budgeted Position
Recruitment Requisition	Manager submits recruitment requisition to fill vacancy, Executive approves recruitment requisition for HR to process
Determine Recruitment Activity Type	Utilize existing eligibility list/ongoing recruitment, recruit external & internal, or recruit internal only
Job Posting	Advertise job opening and recruitment on websites and agency social media
Application Screening	Pass applicants that meet minimum qualifications
Candidate Written/Practical Exam	Pass candidate that score x% on written/practical exam
Candidate External Panel Oral Exam	Pass candidates that score in the top x on the external panel oral exam
Candidate Internal Panel Oral Exam	Approve candidates to eligibility list that score x% on internal panel oral exam
Select Candidate from Eligibility List	HR recommends hire of top candidate on eligibility list to Manager, Manager approves recommendation
Conditional Job Offer	Executive authorizes HR to make conditional job offer to selected candidate
Pre-Placement Process	Selected candidate accepts conditional job offer, HR processes background check and physical
Job Placement	Selected candidate passes background check and physical, selected candidate is given an employment start date

Vacancies Filled by Recruitment Type

Calendar Year	Total Vacancies Filled	Ongoing		Expansive		Focused	
		Continuous / Eligibility List	Average # of Calendar Days to Fill Vacancies Using Ongoing Recruitments	External & Internal	Average # of Calendar Days to Fill Vacancy Using Expansive Recruitments	Internal Only	Average # of Calendar Days to Fill Vacancy Using Focused Recruitments
1/1/2025 - 12/31/2025	15	1	153	6	112	2	36

Hiring Issues

Staff have reviewed applicable policies, procedures, and recruitment activities to identify any potential obstacles in the City's hiring process.

Potential obstacles:

- Highly competitive job market for specific positions (Police officer, engineer, public sector finance professionals)
- Housing affordability and long commutes may be a barrier for many entry level positions
- Increasing competition from other public agencies and private sector



Options to address these obstacles:

- Continue to streamline recruitment and hiring processes to reduce time to hire.
- Strengthen internal development opportunities that allow employees to grow into hard to fill classifications
- Offer flexible work schedules, when operationally feasible to reduce commute impacts

Employee Retention

Vacancies and Turnover

Calendar Year	Total Vacancies Created	# of Budgeted FTEs as of 12/31/2024	Annual Staffing Turnover Rate
1/1/2025 - 12/31/2025	21	139.75	7.15%

Reasons for Vacancies

Staffing Increase		Internal Opportunity		
Newly Budgeted Position	% of Vacancies Resulting From Staffing Growth	Internal Promotion	Internal Transfer	% of Vacancies Resulting From Internal Opportunities
0	0%	1	0	4%
Attrition		Turnover		
Separation	Retirement	% of Vacancies Resulting From Attrition	Resignation	% of Vacancies Resulting From Turnover
6	4	48%	10	48%

Turnover Rate: 7.15%

Reasons for vacancies:

- **New budgeted position or staffing increase: 0% (0)**
- **Internal promotion or transfer: 4% (1)**
- **Separation and/or retirement: 48% (10)**
- **Resignation: 48% (15)**

Bargaining Unit Information

As of 12/31/2025			
Agency Total # of Budgeted FTEs	139.75		
Bargaining Unit/Labor Group	# of Vacancies	# of Budgeted FTEs	% of Vacancies
AFSCME	2	41	4.9%
BPOA	2	38	5.3%
MMCEA	0	45	0.0%
Unrepresentend Confidential	0	6	0.0%
Unrepresented Appointed	1	7	14.3%
City Council Appointed	0	2	0.0%
City Clerk	0	1	0.0%

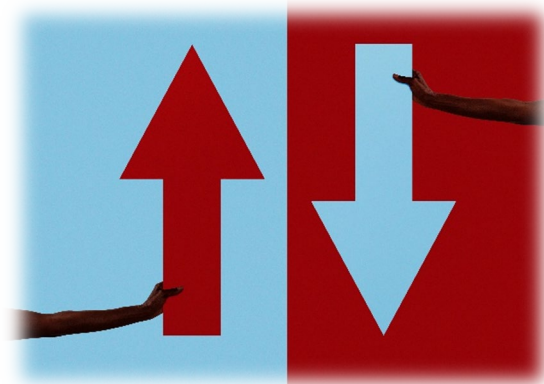
Vacancy Information History

Vacancy and Turnover History

	2024	2025
Vacancy Rate	3.20%	5.80%
Vacancies Created	22	21
Annual Staffing Turnover Rate	11%	7.15
% of Vacancies Resulting from Internal Opportunities	5%	4%
% of Vacancies from Attrition	27%	48%
% of Vacancies From Turnover	68%	48%

Rate Increase Factors:

- Assistant Public Works Director/City Engineer vacancy
- Administrative Services Director vacancy
- Community Service Officer vacancy





Thank you!

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STAFF REPORT

Meeting Date: March 24, 2026
Agency: City of Belmont
Staff Contact: Josh Sun, Senior Civil Engineer, jsun@belmont.gov
Agenda Title: Annual Transportation and Mobility Update
Agenda Action: For Information Only

Recommendation

This is an informational item only; no action is required.

Strategic Focus Area

Infrastructure and Mobility

Background

Infrastructure & Mobility remains a core Strategic Focus Area within the City's Strategic Plan. A key objective under this focus area is to enhance multimodal transportation for all users. This objective is advanced primarily through the Capital Improvement Program, Operations and Maintenance activities, and the Parking and Traffic Safety Committee (PTSC).

Belmont's street network and hillside terrain continue to create a distinctive set of considerations in planning for and maintaining a safe, accessible, and multimodal transportation system. Many neighborhood roadways are narrow and constrained, limiting how fully multiple travel modes and community needs can be accommodated simultaneously. Providing sidewalks, parking, and bicycle or traffic-calming features must often be balanced against circulation demands, emergency access, and ongoing maintenance obligations.

As a result, improvements often require careful balancing of competing priorities, including pedestrian and bicyclist safety, vehicle operations, neighborhood parking needs, and long-term infrastructure sustainability. The City approaches these decisions comprehensively and evaluates how each action can best contribute to a transportation system that is safe, practical, and responsive to community needs.

This report provides the Council and community with a 2025 update on major transportation efforts that have been completed, are underway, or are anticipated in the coming years. It also includes a summary of the PTSC's role as a forum to review system performance, identify emerging trends, and help guide traffic management strategies and future mobility and capital improvements.

Analysis

The City of Belmont improves traffic and mobility safety through a coordinated approach grounded in the "Three Es": Engineering, Education, and Enforcement. This framework combines infrastructure improvements, community awareness, and consistent enforcement to address safety challenges comprehensively. Each component plays a critical and complementary role in supporting the City's



ongoing efforts to enhance safety, accessibility, and overall mobility for all roadway users.

Engineering:

Traffic and Congestion Relief Strategies

The Public Works Department is advancing strategies to improve safety, accessibility, and efficiency across Belmont's transportation system while reducing congestion and supporting the City's 2035 General Plan, Belmont Village Specific Plan, and Pedestrian and Bicycle Plan. Key efforts include:

- Optimizing signal timing to improve traffic flow
- Implementing traffic calming measures to enhance neighborhood safety
- Expanding multimodal connections for walking, bicycling, and transit
- Advancing Safe Routes to School improvements

The City also continues to coordinate with SamTrans and Caltrain to strengthen transit access, deploy smart transportation technologies such as adaptive signal control and real time monitoring, and promote Transportation Demand Management strategies in partnership with employers and new development to reduce peak period travel.

Regional Collaboration

Belmont recognizes that effective transportation solutions require strong partnerships. The City works closely with surrounding jurisdictions and regional agencies to improve connectivity and mobility beyond its borders. Examples of regional projects are listed later in this report. In addition to project coordination, Belmont has adopted the San Mateo Countywide Local Roadway Safety Plan and Vision Zero goal. Adoption of the Local Roadway Safety Plan strengthens the City's eligibility for grant opportunities, including the MTC OBAG 3 County and Local Program, the Caltrans Highway Safety Improvement Program, and the U.S. Department of Transportation Safe Streets for All program. The plan also provides a strategic framework to advance Vision Zero principles and guide future safety improvements.

Parking and Traffic Safety Committee (PTSC)

The Parking and Traffic Safety Committee (PTSC), which includes staff from Belmont Public Works, the Belmont Police Department, and the San Mateo Consolidated Fire Department, advances traffic and mobility safety through the Three Es framework.

Public Works continues to address safety concerns citywide, many of which are raised by residents through the PTSC process. In 2025, Public Works reviewed 51 requests, an increase from 32 in 2024. Routine items, such as red curb renewals and damaged signage, are typically resolved through Operations. More complex issues receive PTSC evaluation and may be implemented directly by Public Works or incorporated into development projects or the Capital Improvement Program.

Operations and Maintenance

In addition to responding to PTSC requests throughout the year, significant progress occurs behind the scenes. The Streets and Traffic Operations teams work year-round to enhance safety, reliability, and overall roadway conditions for all users. Notable accomplishments in 2025 include:



- Refreshed:
 - 9,587 feet of red curb
 - 3 crosswalk located in a School Zone
 - 3,597 feet of thermoplastic striping
- Replaced:
 - 62 regulatory signs
 - 29 warning signs
 - 30 guide signs/street signs
- Repaired:
 - 165 potholes
- Crack Sealed:
 - 15,460 linear feet of pavement
- Installed:
 - 250 tons of asphalt
 - 18 yards of concrete



Capital Improvement Projects Delivery and Program Updates

Capital Project Completion and Advancement

- 2025 Pavement Rehabilitation Project
 - Completed rehabilitation of over 2.8 centerline miles of roadway.
- Ralston Avenue Cabinet Relocation Project
 - Construction completed in Fall 2025.
- Belmont Village HAWK Crossing Project
 - Design completed and Caltrans permit obtained. Construction scheduled to begin in 2026.
- Belmont Village Bike and Pedestrian Project
 - Bid and construction contract award completed. Construction expected to begin in early 2026.
- Ralston Segment 4 Feasibility Study
 - Scope and goals refined; study funded. Project kickoff scheduled for Spring 2026.



- Alameda de las Pulgas Multimodal Safety Project
Stakeholder coordination underway; project scope refinement and grant pursuit ongoing.
- 2026 Pavement Rehabilitation Project
Project development underway.

Policy and Plan Updates (part of the *Enhance Multi-Model Transportation* objective):

- Transportation Master Plan
Awarded the Caltrans Sustainable Transportation Planning Grant in July 2025
- Pavement Distress Survey
Completed in March 2025, resulting in a citywide Pavement Condition Index of 71
- Pavement Management Technical Assistance Program (P-TAP)
Completed the biennial P-TAP for Belmont's pavement condition assessment.

Regional Project Participation

- SMCTA 101 Corridor Connect Mid-County Multimodal Strategy
Three Belmont projects identified as priority projects.
- Central El Camino Real Multimodal Plan
Corridor alternatives have been established; project advancing to the Caltrans Project Initiation Document (PID) phase this year.
- Grand Boulevard Initiative (GBI)
Action plan has been finalized as the first step toward redesigning El Camino Real.

Private Development Coordination

Public Works continues to coordinate with private developments to incorporate frontage improvements, such as bike lanes, City standard driveways, sidewalks, curb and gutter, to enhance public safety and mobility in conjunction with new development. These efforts support General Plan Policy 3.1-5, which requires new developments to contribute their fair share towards multimodal improvements.

Sidewalk Improvement Coordination

Public Works also coordinates with small private residential construction projects to replace or install sections of sidewalk pursuant to the City adopted MTC's Complete Street's Policy and City's Sidewalk Installation Policy.

Active Transportation and Emerging Mobility

Public Works advances projects that improve safety and accessibility for people walking, biking, driving, and using transit, with a focus on closing mobility gaps, enhancing bicycle and pedestrian connectivity, and upgrading substandard sidewalks. Guided by City Council priorities and community input, the Department continues implementing improvements identified in the Pedestrian and Bicycle Master Plan, the Ralston Avenue Corridor Plan, and the Alameda de las Pulgas Corridor Plan to support a more connected and user-friendly street network.

As e-bike use and other micromobility options grow rapidly, Public Works is actively evaluating how



these modes will impact and benefit the transportation system, including considerations for facility design, safety, and operations. Public Works is monitoring state legislation, including AB 1557, and coordinating with neighboring jurisdictions to ensure Belmont can effectively accommodate and serve evolving e-bike and micromobility travel needs.

Transportation Master Plan - Major 2026 Initiative

The major initiative looking ahead to 2026 is the development of a comprehensive Transportation Master Plan. Supported by a Caltrans Sustainable Communities grant, the Plan will provide a long-range framework to manage growth, reduce congestion, and advance safe, efficient travel for all modes while guiding coordinated investments and improving connectivity citywide. Community outreach is expected to begin in summer 2026. The final Plan will include recommended improvements and a prioritized project list to guide future transportation investments.

Education:

Public Works informs residents about current and upcoming projects through City social media channels. For initiatives with broader community impacts, such as the Traffic Calming Policy, staff provide updates and gather input through meetings of the Bicycle and Pedestrian Advisory Committee, City Council, and PTSC. Outreach for these meetings includes social media notifications and mailed postcards, creating multiple opportunities for residents to ask questions and share feedback.

The Police Department supports public safety through ongoing education and traffic law enforcement. In addition to targeted enforcement by the traffic unit, officers use routine stops, community events, and daily interactions to reinforce safe driving behaviors, including avoiding distractions, wearing seat belts, and driving sober. These efforts are complemented by social media outreach and community engagement.

San Mateo Consolidated Fire also supports public safety education through year-round fire prevention and emergency preparedness education. By helping residents reduce fire risks and stay prepared for emergencies, especially in hillside neighborhoods, these programs lower the likelihood of fire-related roadway closures and improve the efficiency of community evacuations during natural disasters. This helps maintain safer and more reliable transportation and mobility across the City.

Enforcement:

The Belmont Police Department serves a critical role in supporting traffic safety through education, outreach, and enforcement activities. While the dedicated traffic unit leads many targeted initiatives, traffic law enforcement is a shared responsibility carried out by patrol officers as part of their routine operations. The Department leverages its institutional knowledge of local roadway conditions together with input from community members to identify and prioritize areas of concern. This collaboration helps inform strategic enforcement efforts and supports the identification of traffic hotspots.

One of the key tools used is directed traffic enforcement, which allows officers to concentrate on specific areas across the city over time, with the goal of improving driver behavior and raising awareness. In support of these efforts, the Police Department received another grant from the California Office of Traffic Safety in late 2025. Also during 2025, the department received a grant from the Department of Cannabis Control. These grant funds help continue initiatives aimed at reducing DUI-related crashes and improving



safety for pedestrians and cyclists. The grant funding has provided additional traffic enforcement tools for the department and funded specific enforcement efforts to help keep Belmont’s streets safe for everyone.

Over the course of 2025, the Police Department has performed the following:

- 2,713 traffic stops (up 27% vs 2024)
- 288 bicycle/pedestrian stops
- 438 directed traffic enforcements
- Issued:
 - 1,092 moving citations (up 73% vs 2024)
 - 160 written warnings
 - 550 parking citations
 - 149 criminal citations
 - Over 1,500 verbal warnings

In response to Assembly Bill 413, the Belmont Police Department has continued with education before moving into enforcement, focusing on schools and areas with higher pedestrian activity. The goal is to raise awareness and help the community adjust to the new requirements. The Police Department will continue partnering with Public Works to share information and provide ongoing outreach and education about the new law. During 2025, one citation was issued for violating the daylighting law.

Alternatives

- 1. None.

Attachments

- A. Annual Transportation & Mobility Update PowerPoint

Fiscal Impact

- ☒ No Fiscal Impact

Receiving the annual transportation and mobility update has no direct fiscal impact. Capital Improvement Program (CIP) projects related to transportation and mobility are incorporated as part of the five-year CIP plan.

- ☐ Funding Source Confirmed:

Source:

Staff

Purpose:

Council Vision/Priority

Public Outreach:

Posting of Agenda

Annual Transportation & Mobility Update

For Parking, Traffic and Pedestrian Safety Improvements

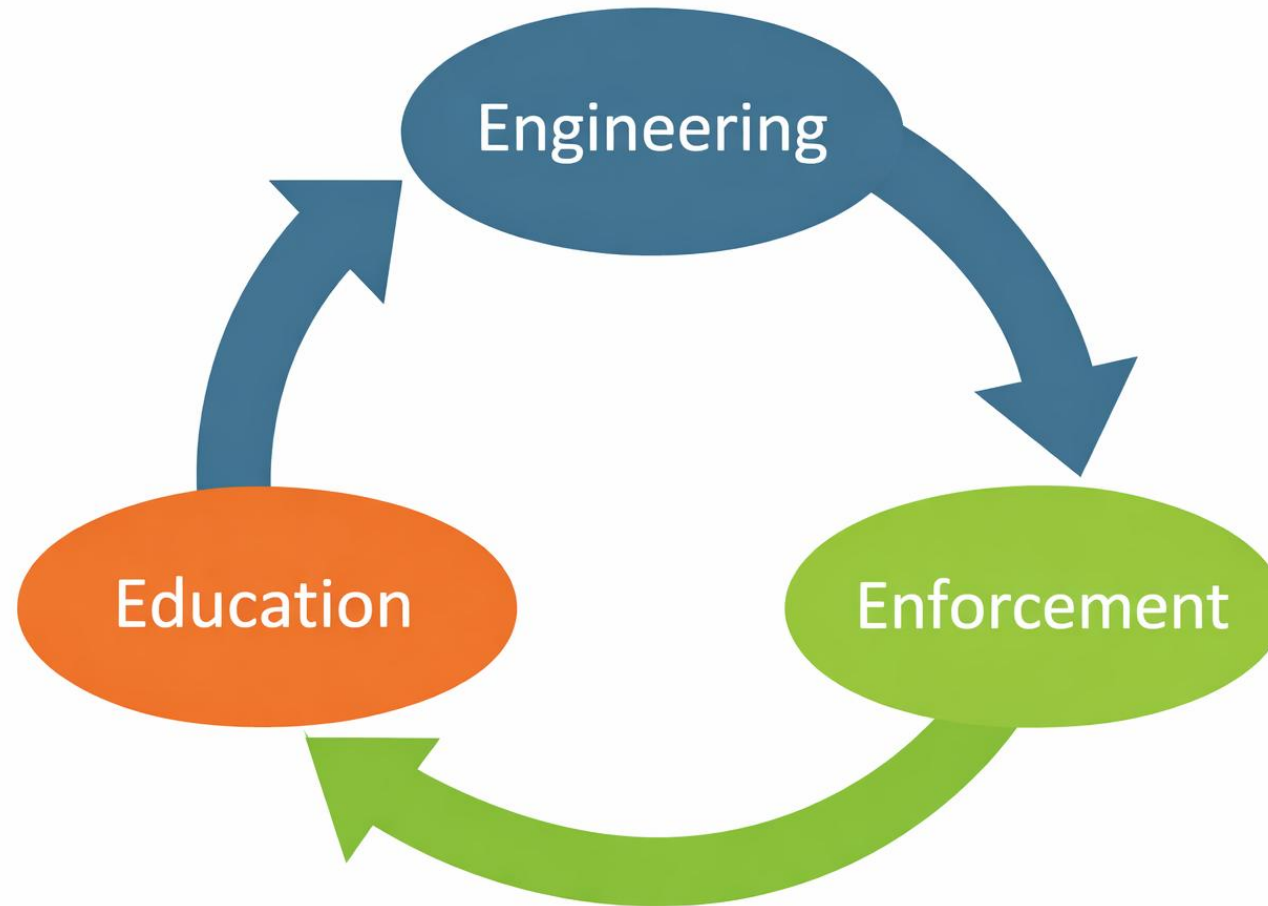
March 24, 2026

Belmont Strategic Focus Area

- Infrastructure & Mobility
 - Enhance Multimodal Transportation
- Economic Development & Housing
- Fiscal and Organization Sustainability
- Public Safety
- Quality of Life



Three “E’s”



ENGINEERING



Traffic and
Congestion Relief



Parking & Traffic
Safety Committee



City Staff
Maintenance



Capital Improvement
Projects

Traffic & Congestion Relief Strategies

Key Strategies:

Operations

- Signal Timing Optimization
- Smart Transportation Technology

Infrastructure

- Traffic Calming Measures
- Safe Routes to School
- Expanding Transportation Options

Travel Behavior

- Public Transit Coordination
- Transportation Demand Management



Regional Collaboration

Partnership & Coordination

- Coordination with neighboring cities and regional agencies to improve connectivity

Local Roadway Safety Plan

- Adopted Countywide LRSP and Vision Zero
- Supports safety planning and strengthens grant eligibility



Parking & Traffic Safety Committee (PTSC)



Belmont Police Department



San Mateo Consolidated Fire Department



Belmont Public Works Department



PTSC Purview



Maintenance

Tree Trimming

Painting Curbs



Traffic Calming, Mobility & Parking

Traffic Calming

Parking Restrictions

Accessibility

Striping and Markings

Crosswalks

Stop Bars

Lane Lines

etc.



Signage

Installation

Replacement



PTSC Steps for Improvement



Receives requests from internal staff or the public



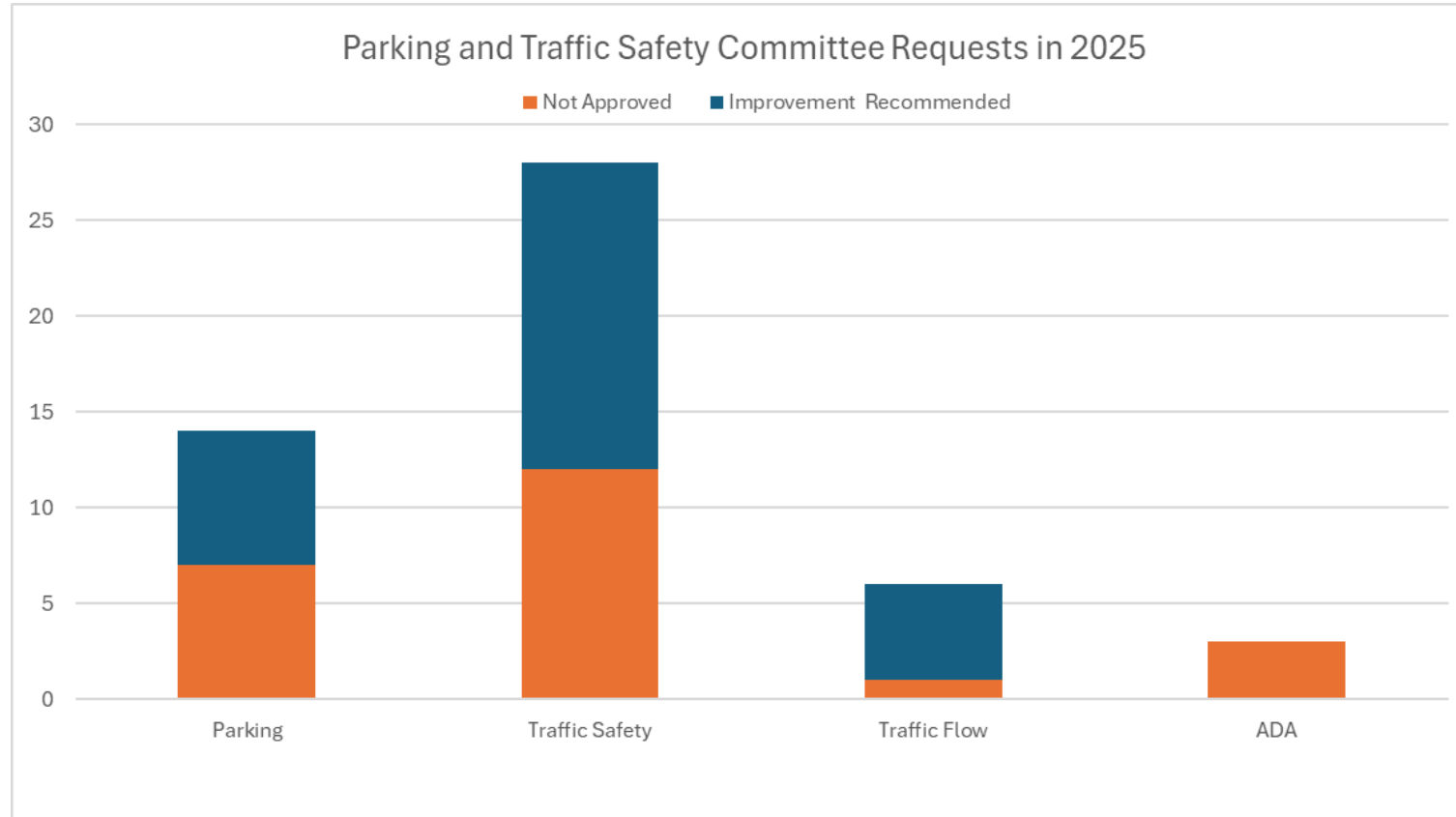
Requests are reviewed and taken to public meetings if necessary



City Council approval is requested when necessary for certain improvements



PTSC Request Statistics



- 59% increase in requests compared to 2024 (51 vs. 32).
- 28 improvements or interventions recommended (including maintenance, enforcement).

Public Works Maintenance Highlights

- Curb & Pavement:
 - 9,587 linear feet of red curb
 - 3,597 linear feet thermoplastic striping
 - 15,460 linear feet of pavement crack
 - 250 tons of asphalt installed
 - 18 yards of concrete installed
- ADA Improvements:
 - 3 crosswalk located in School Zone
- Repaired 165 potholes
- Signs
 - 62 regulatory signs
 - 29 warning signs
 - 30 guide sign/street sign



2025 Major Accomplishments

- Completion of the **2025 Pavement Rehabilitation Project**
 - Rehabilitated over 2.8 centerline miles of roadway
- Completion of the **Ralston Avenue Cabinet Relocation Project**

Cipriani Blvd / Ralston Ave Intersection



Before Construction



After Construction

Belmont Canyon Rd / Ralston Ave Intersection



Before Construction



After Construction



2025 Major Accomplishments (cont'd)

- Design Project Advancement
 - Belmont Village HAWK Crossing
 - Design and Caltrans permit complete; construction starts 2026
 - Belmont Village Bike and Pedestrian Project
 - Contract awarded; construction begins early 2026
 - Ralston Segment 4 Feasibility Study
 - Scope refined and funded; kickoff Spring 2026
 - Alameda de Las Pulgas Corridor Project
 - Stakeholder coordination ongoing; scope refinement and grant pursuit underway
 - 2026 Pavement Rehabilitation Project
 - Project development in progress



2025 Major Accomplishments (cont'd)

- Policy and Plan Updates:
 - **Transportation Master Plan**
 - Secured Caltrans Sustainable Transportation Planning Grant
 - Provides long range framework for growth, congestion reduction, and multimodal safety. Includes prioritized project list
 - Project kickoff scheduled for Summer 2026
 - **Pavement Program Updates**
 - Pavement Distress Survey completed March 2025
 - Citywide Pavement Condition Index updated to 71
 - Completed the biennial P-TAP assessment



2025 Major Accomplishments (cont'd)

- Regional Project Participation:
 - SMCTA 101 Corridor Connect Mid-County Multimodal Strategy
 - Three Belmont projects identified as priority projects
 - El Camino Real Mid-County Transit and Multimodal Corridor Plan
 - Corridor alternatives completed; advancing to the Caltrans PID phase this year
- Grand Boulevard Initiative (GBI)
 - Action plan finalized, initiating the redesign of El Camino Real



Micromobility and Multimodal Improvements

- Network Investment
 - Closing mobility gaps and upgrading substandard sidewalks
 - Strengthening bicycle and pedestrian connectivity
 - Implementing Pedestrian and Bicycle, Ralston, and Alameda corridor plans
- Emerging Mobility Trends
 - Significant growth in e-bike and micromobility use
 - Higher operating speeds influencing facility design and safety needs
 - Expanding flexible and sustainable travel options for residents
- Proactive City Actions
 - Evaluating design, safety, and operational considerations
 - Monitoring AB 1557 and evolving regulations
 - Coordinating with neighboring cities to align micromobility policies



EDUCATION



Outreach and Events



Police Department



Media

Education and Community Outreach

- Public Works
 - Share project updates via social media, meetings, and mailed outreach
 - Community input gathered through BPAC, City Council, and PTSC discussions
- Police
 - Promote safety through education, enforcement, and community engagement
- San Mateo Consolidated Fire
 - Provide year-round prevention and preparedness programs



ENFORCEMENT



Directed Traffic
Enforcement



Education and Warning



Parking Hotline
And 311

2025 Belmont Police Dept. Stats

- Performed:

- 2,713 Traffic Stops (up 27% vs 2024)
- 288 Bicycle/Pedestrian Stops
- 438 Directed Traffic Enforcements



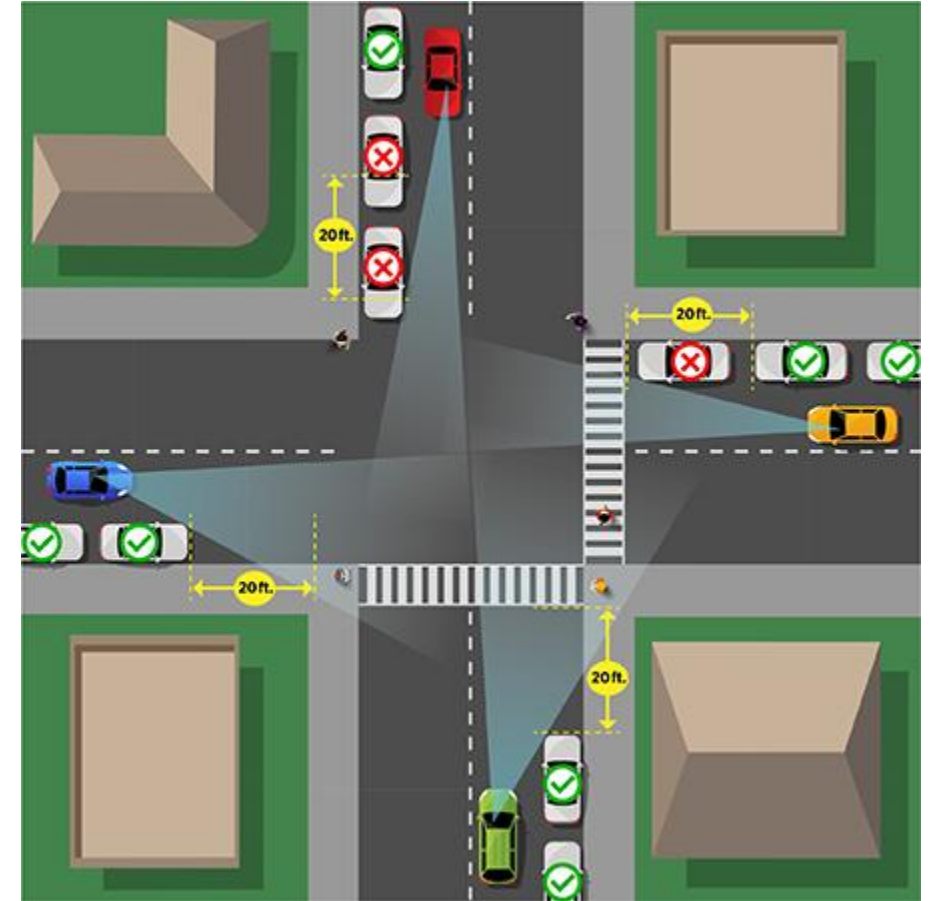
- Issued:

- 1,092 Moving Citations (up 73% vs 2024)
- 160 Written Warnings
- 550 Parking Citations
- Over 1,500 Verbal Warnings
- 149 Criminal Citations



Assembly Bill 413

- Daylighting explanation
 - Restricts parking within 20 feet of any marked or unmarked crosswalk (15 feet if there is a curb extension)
 - Aims to improve visibility and safety at intersections
- Education before enforcement



Looking Ahead

A safer, more connected, and future ready transportation system for Belmont.

- Project Delivery
 - Begin construction of Belmont Village HAWK Crossing and Bike & Pedestrian projects
 - Launch Ralston Segment 4 Feasibility Study
 - Advance Alameda de las Pulgas Corridor improvements
- Planning & Policy
 - Kick off Transportation Master Plan
 - Continue regional coordination on El Camino Real
 - Refine micromobility and e-bike safety strategies
- Operations & Safety
 - Implement 2026 Pavement Rehabilitation Project
 - Continue PTSC community requests
 - Expand congestion management efforts





Thank you!
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