



STAFF REPORT

City Council

Meeting Date: 3/24/2026
Staff Report Number: 26-043-CC

Consent Calendar: Authorize the city manager to execute agreements with Ring Central, Inc. for Unified Communications as a Service (UCaaS) phone services and with Packet Fusion, Inc. for professional services

Recommendation

Staff recommends that the City Council authorize the city manager to execute two agreements:

1. A three-year agreement with Ring Central, Inc. totaling \$225,035.92, with an option for renewal of an additional three-year term for a total duration of six years (Attachment A); and
2. An agreement with Packet Fusion, Inc. in the amount of \$28,250, for implementation and support services (Attachment B).

Policy Issues

This project addresses a finding identified in the Information Technology (IT) Master Plan, which highlighted a lack of redundancy in the City's phone system and a need for additional digital connections to protect against single points of failure.

Background

The City of Menlo Park currently utilizes a legacy Mitel Voice of Internet Protocol (VoIP) phone system for internal communications, constituent engagement, and non-emergency public safety calling. Now over 14 years old, the system has reached End-of-Life (EOL) status; manufacturer support has been discontinued, and critical replacement parts and licenses are no longer available. Operating the system in its current state creates significant operational risk, as the City must rely on limited third-party maintenance following the expiration of official manufacture support. Any major equipment or software failure poses a high risk of prolonged service disruptions, and the legacy hardware lacks the modern features required to meet the City's evolving operational needs.

Analysis

Staff recommends that the City transition to a Unified Communications as a Service (UCaaS) platform to align municipal infrastructure with current industry standards. Beyond daily operations, a UCaaS solution significantly strengthens the City's Emergency Operations Center by providing resilient, location independent communication tools. During a crisis, this ensures staff can maintain seamless connectivity across voice, video, and messaging from any device, allowing critical information to flow uninterrupted.

In October 2025, the City's IT Division issued a request for proposals (RFP) via the PlanetBids e-procurement system to replace the City's aging telecommunications infrastructure with a modern UCaaS platform. The City received 20 responses, which were evaluated by a selection committee comprised of representatives from multiple departments. Submissions underwent a rigorous review process focusing on total cost of ownership, system functionality, and technical capability. The committee further weighed each vendor's market presence and organizational stability against live demonstrations, professional references, and direct staff feedback.

Due to the high volume of interest, only the highest-rated firms advanced to the interview phase. Seven finalists were invited to deliver 90-minute presentations, where the committee graded each solution across four specific functional categories. Based on the calculated average of these scores, the joint submission from a managed service provider, Packet Fusion, Inc., proposing the implementation of Ring Central, Inc. as the UCaaS platform, emerged as the top scoring provider. The individual agreements for Packet Fusion, Inc. and Ring Central, Inc. are within city manager signing authority but are included in this agenda item since they were submitted as joint proposal to the RFP. Any amendments to these agreements that may be needed in the future, that remain within city manager signing authority, could be executed by the city manager.

Packet Fusion, Inc. is a certified Ring Central, Inc. implementation partner. Their proposed scope of work includes comprehensive project management and design, business requirements documentation, administrator and end-user training, technical support for number porting, and ongoing post-launch assistance. Ring Central, Inc. is based in Belmont, CA and is a global leader in unified cloud communications and collaboration solutions. Their platform integrates enterprise grade voice, video conferencing, team messaging, and contact center capabilities into a single, unified platform. By leveraging a cloud native architecture, RingCentral provides the City with a scalable, highly resilient system that supports mobile and remote work environments while reducing reliance on legacy on-premise hardware.

From a fiscal perspective, the City currently spends \$48,511.56 annually (\$4,042 monthly) to maintain the legacy Mitel VoIP system. Operational costs are projected to increase in subsequent years. The recurring monthly cost for the Ring Central, Inc. UCaaS service is \$4,783.28. The marginal increase in monthly expenditure is offset by the elimination of legacy maintenance risks and the acquisition of vastly superior modern capabilities.

Impact on City Resources

The total three-year cost for the UCaaS implementation is \$253,285.92. There are two associated agreements: (1) a three-year agreement with Ring Central, Inc. in an amount not to exceed \$225,035.92 that includes year one implementation costs of \$22,836.84, a year one contingency of \$30,000 and an annual ongoing cost of service of \$4,783.28, and (2) an agreement with Packet Fusion, Inc. in an amount not to exceed \$28,250 for implementation. While the second agreement falls within the city manager's signing authority, it is presented here for City Council approval because it is integral to the primary agreement, which exceeds that authority.

There are sufficient funds available in the capital improvement project for the IT Master Plan to cover first-

year expenses. Annual costs for subsequent years will be funded through the IT Internal Services Fund 704 and incorporated into future fiscal year budgets.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378 and 15061(b)(3) as it does not propose a change that will result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Agreement with Ring Central, Inc.
- B. Agreement with Packet Fusion, Inc.

Report prepared by:
Danny Daniels, Information Technology Manager

PROFESSIONAL SERVICES AGREEMENT

City Manager's Office
701 Laurel Street
Menlo Park, CA 94025
tel 650-330-6620



Agreement #: XXXX

AGREEMENT FOR SERVICES BETWEEN

THE CITY OF MENLO PARK AND RING CENTRAL, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and RING CENTRAL, INC., hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional Services for CITY in connection with that certain project called: Unified Communications as a Service (UCaaS)

WHEREAS, FIRST PARTY is licensed to perform said Services and desires to and does hereby undertake to perform said Services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND CONDITIONS of each of the Parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

- A. In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the Services as set forth in Exhibit "A," Scope of Services.
- B. **Independent Contractor.** FIRST PARTY and CITY each expressly agree and understand that they are creating an independent contractor relationship, and that nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or other fiduciary relationship between FIRST PARTY and CITY. FIRST PARTY shall not have any right, power or authority, either express or implied, pursuant to this Agreement to assume, create or incur any expense, liability or obligation, express or implied, on behalf of CITY, and shall not represent to any person or business that they have such power. FIRST PARTY and CITY further expressly agree and understand that:
1. Neither FIRST PARTY nor any person employed or contracted by FIRST PARTY shall be considered an employee of CITY for any purposes.
 2. FIRST PARTY has the sole right to control and direct the means, manner, and method by which Services under this Agreement will be performed.
 3. FIRST PARTY has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement, at their own expense; in all cases, FIRST PARTY shall be solely responsible for all matters relating to the payment of its own employees and subcontractors, including, but not limited to, compliance with Social Security and income tax withholdings, workers' compensation

insurance, unemployment compensation payments, and compliance with all regulations governing such matters.

4. Neither FIRST PARTY nor their employees or subcontractors shall be required to wear any uniforms provided by CITY.
5. The Services required by this Agreement shall be performed by FIRST PARTY or their employees or subcontractors, and CITY shall not hire, supervise, or pay any assistants to help FIRST PARTY.
6. Neither FIRST PARTY nor their employees or subcontractors shall receive any training from CITY in the professional skills necessary to perform Services under this Agreement.
7. Neither FIRST PARTY nor their employees or subcontractors shall be required by CITY to devote full time to the performance of Services required by this Agreement.
8. Neither FIRST PARTY nor their employees or subcontractors are entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other fringe benefits provided by CITY to its employees, and FIRST PARTY shall be exclusively responsible for all Social Security, self-employment and income taxes, disability insurance, workers' compensation insurance, and/or any other statutory benefits otherwise required to be provided to their employees.
9. FIRST PARTY is solely responsible for all state and federal income and/or other tax obligations, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement. This includes, but is not limited to, FICA withholdings and payments, state or federal unemployment compensation contributions, and applicable self-employment taxes. FIRST PARTY further agrees to indemnify CITY for any claims or obligations asserted to the contrary by FIRST PARTY or by their employees or subcontractors. Upon request, FIRST PARTY shall provide CITY with proof that such payments have been made.

- C. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- D. **Professional Competence.** FIRST PARTY represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. FIRST PARTY represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. FIRST PARTY agrees that the Services shall be performed consistent with the professional skill and care ordinarily provided by Ring Central practicing in the same or similar locality under the same or similar circumstances. CITY and FIRST PARTY agree that FIRST PARTY is in responsible charge of the Services. Acceptance by CITY of the Services does not operate as a release of FIRST PARTY from professional responsibility for the Services performed.
- E. **Confidentiality.** FIRST PARTY agrees to maintain in confidence and not disclose to any person, firm, governmental entity or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process or operation of CITY. FIRST PARTY further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity or corporation any data, information, technology, or material developed or obtained by FIRST PARTY during the performance of the Services. The covenants contained in this shall survive the termination of this Agreement for whatever cause.
- F. **Ownership of Material.** Any reports and other material prepared by or on behalf of FIRST PARTY under this Agreement (collectively, the "Documents") and provided to the CITY shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to FIRST PARTY.

- G. **Documentation.** FIRST PARTY shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and FIRST PARTY shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- H. **Conflict of Terms:** In the event of any conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and the terms of any exhibit, attachment or other incorporated document (including the Scope of Services), the terms of this Agreement shall govern and control. If any conflict or inconsistency is identified, FIRST PARTY shall immediately notify the CITY in writing and seek clarification or resolution from the CITY before proceeding with any work that may be affected by such conflict. The CITY'S written determination shall be final and binding.

2. SCHEDULE FOR WORK

- A. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). FIRST PARTY agrees to complete all Services pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other, or the other's employees and agents.
- B. **Notice to Proceed:** FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

4. COMPENSATION AND PAYMENT

- I. **Compensation:** CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$ 225,035.92 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. FIRST PARTY's fee for the Services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and Services incurred by FIRST PARTY and used in carrying out or completing the work.
- J. **Invoices:** Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the Services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of FIRST PARTY's relevant records pertaining to the charges.

- K. Invoice Documentation:** FIRST PARTY shall bill each month to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain the total agreement amount subtracting the invoices paid and billing. By submitting an invoice for payment under this Agreement, FIRST PARTY is certifying compliance with all provisions of the Agreement. FIRST PARTY shall not invoice City for any duplicate Services performed by more than one person. City shall independently review each invoice submitted by FIRST PARTY to determine whether the Services performed, and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause FIRST PARTY to be paid within thirty (30) days of receipt of FIRST PARTY's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by FIRST PARTY which are disputed by City, or as provided in this Section. In the event any charges or expenses are in dispute by City, the original invoice shall be returned by City to FIRST PARTY for correction and resubmission. Review and payment by City of any invoice provided by FIRST PARTY shall not constitute waiver of any rights or remedies provided herein or any applicable law. Consultant shall bill the City as Services are complete. City reserves the right to deny payment to FIRST PARTY for any invoice submitted more than 90 days after performance of Services or expenses are incurred by FIRST PARTY.
1. FIRST PARTY shall submit detailed and itemized monthly invoices in a form satisfactory to CITY on or before the tenth (10th) day of each month for Services provided during the preceding month.
 2. Invoices shall include sufficient documentation, including time records, cost records, receipts, and other materials necessary to substantiate the performance and costs of the Services. CITY shall review and verify the accuracy and completeness of each invoice within thirty-five (35) days after receipt. CITY, at its sole discretion, may correct, modify, or disallow any charges contained in the invoice that are inconsistent with this Agreement, unsubstantiated, excessive, or otherwise not in compliance with CITY's standards or instructions. Any such corrections or modifications shall be deemed final and binding upon FIRST PARTY.
 3. Upon completing its review, CITY shall make payment to FIRST PARTY for the amount approved by CITY, subject to applicable deductions, corrections, or offsets as deemed appropriate by CITY. No payment made by CITY shall constitute or be construed as acceptance of any Services or waiver of any rights or remedies available to CITY under this Agreement.
 4. CITY reserves the right to withhold payment in whole or in part if: (a) Services are not performed to the satisfaction of CITY; (b) There are delays not authorized or excused by CITY in the performances of Services; (c) FIRST PARTY fails to provide satisfactory documentation of the Services rendered, or documentation reflecting information CITY has requested; and/or (d) FIRST PARTY is otherwise in default of this Agreement.
 5. Withheld payments shall not relieve FIRST PARTY of its obligations to perform under this Agreement, and CITY shall not be liable for any interest, penalties, or damages related to the withholding of payment.
 6. In the event of a payment dispute, FIRST PARTY agrees to continue performance of all Services under this Agreement without delay or interruption, regardless of the status or resolution of such dispute. CITY shall resolve any payment disputes in good faith. Upon termination or expiration of this Agreement, CITY shall reconcile all outstanding invoices and payments. CITY may offset any amounts due to FIRST PARTY against amounts owed to CITY due to breach, nonperformance, or other defaults by FIRST PARTY.
- L. Status Reports.** Together with each monthly invoice, FIRST PARTY shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. FIRST PARTY shall notify CITY in writing when payments have reached 90% of the To Not Exceed Amount.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status, or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the Services and full control over the employment, direction, compensation, and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's Services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Administrative Services Department
Danny Daniels – IT Division

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-6658
dcdaniels@menlopark.gov

Notices required to be given to FIRST PARTY shall be addressed as follows:

Ring Central, Inc.
20 Davis Drive
Belmont, Ca 94002
(619) 765-4511
brian.wiktorski@ringcentral.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

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10. HOLD HARMLESS

To the fullest extent allowed by law, FIRST PARTY hereby agrees to defend, indemnify and save harmless CITY, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of FIRST PARTY or its Subcontractors), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Menlo Park, its Council, boards, commissions, officers, employees, directors, volunteers, or agents that arise out of, pertain to or relate to any negligence, recklessness, or willful misconduct of FIRST PARTY, any subcontractors, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the FIRST PARTY shall meet and confer with other Parties regarding unpaid defense costs.

The duty of FIRST PARTY to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however that nothing herein contained shall be construed to require FIRST PARTY to indemnify City of Menlo Park, its Council, boards, commissions, officers, employees, and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

FIRST PARTY's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

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11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:

The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:

The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

3. Automobile insurance:

FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

4. Professional liability insurance:

FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and two million (\$2,000,000) in

the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of Services described herein.

- C. CITY and its subsidiary agencies, and their officers, agents, employees, and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/Services to be performed, at his/her own expense, before commencement of said work/Services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications, or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications, or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced, and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. **Notice of Termination:** CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all Services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
 3. **Compensation:** If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed Services. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
 4. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph 3A of this Section.
- B. **Remedies:** The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- C. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for Services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and Services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the Parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of Apr. 1, 2026 through 4/31/2029 unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the Parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between Parties not expressly stated in this document are not binding.

All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the Parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract Services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's Office no later than 30 days after the execution of the agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

FOR CITY OF MENLO PARK:

Justin I.C. Murphy, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date

EXHIBIT “A” – SCOPE OF SERVICES**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant Services for CITY’s Administrative Services Department. In the event of any discrepancy between any of the terms of FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following Services:

Provide general consultant Services for projects as determined by the CITY. The detailed Scope of Work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this agreement. A notice to proceed will be issued separately for each separate Scope of Work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these Services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon: (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various Services required will be set forth in Exhibit A-1.

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A4.CHANGES IN WORK – EXTRA WORK

In addition to Services described in Section A1, the Parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional Services including but not limited to:

- Change in the Services because of changes in the Scope of Work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's Services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and FIRST PARTY. Such supplemental agreement shall be executed by FIRST PARTY and may be approved by the City Manager upon recommendation of the Information Technology Manager.

A5.BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of Services performed, project title and the agreement number; the date the Services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate Services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

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EXHIBIT “B” – DISPUTE RESOLUTION

- B1.0** All claims, disputes, and other matters in question between FIRST PARTY and CITY (“Parties” collectively) arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The Parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the Parties, but is expected by the Parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the Parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the Parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the Parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the Parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute, or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute, or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with at least ten (10) years’ experience in construction litigation.
- B3.5** All proceedings involving the Parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the Parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the Parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.



Sales proposal



QUOTE PREPARED FOR
City of Menlo Park

PREPARED BY
Brian Wiktorski
Account Executive II, Majors
brian.wiktorski@ringcentral.com

Budgetary Quote

Prepared for:

City of Menlo Park
701 Laurel St.
Menlo Park CA 94025
United States

Danny Daniels

N/A

dcdaniels@menlopark.gov
650-330-6600

Quote Name: City of Menlo Park 1

Quote Creation Date: November 18th, 2025

Quote Expiration Date: March 13th, 2026

Estimated Contract Start Date: March 31st, 2026

Initial Term: 36 Months

Renewal Term: 36 Months

Currency: USD

Payment Plan: Monthly

RingEX™ Services

Recurring Services

Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	311	\$8.50	\$2,643.50
Additional Local Number	58	\$0.50	\$29.00
Monthly Recurring Services Total			\$2,672.50

Recurring Taxes & Fees

Summary of Service	Qty	Rate	Subtotal
P.U.C. Fee (VoIP) NF	1	\$7.23	\$7.23
FUSF (VoIP)	1	\$271.76	\$271.76
CA Public Purpose Program Surcharge (VoIP)	1	\$279.90	\$279.90
E-988 (VoIP)	1	\$24.88	\$24.88
E911 (VoIP)	1	\$127.51	\$127.51
e911 Service Fee	311	\$1.00	\$311.00
Compliance and Administrative Cost Recovery Fee	311	\$3.50	\$1,088.50
Recurring Taxes & Fees Total			\$2,110.78
Total Monthly Recurring Services + Taxes and fees			\$4,783.28



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

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One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Yealink SIP-T34W	254	\$62.73	\$15,933.42
Yealink T54W Prime Business Phone	34	\$131.07	\$4,456.38
Cisco ATA191 Analog Telephone Adapter	6	\$81.60	\$489.60
District Tax	1	\$443.69	\$443.69
Sales Tax	1	\$1,513.75	\$1,513.75
One-Time Items			\$20,879.40
One-Time Items Taxes			\$1,957.44
One-Time Items Total			\$22,836.84

Monthly Recurring Services including Taxes & Fees	\$4,783.28
One-Time Items Total including Taxes & Fees	\$22,836.84
Total Amount*	\$27,620.12

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

"RingCentral Office" and "RingCentral MVP" are now "RingEX™". All references to "RingCentral Office" and "RingCentral MVP", whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingEX™".



PROFESSIONAL SERVICES AGREEMENT

City Manager's Office
701 Laurel Street
Menlo Park, CA 94025
tel 650-330-6620



Agreement #: XXXX

AGREEMENT FOR SERVICES BETWEEN

THE CITY OF MENLO PARK AND PACKET FUSION, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and PACKET FUSION, INC., hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional Services for CITY in connection with that certain project called: Ring Central, Inc. Unified Communications as a Service (UCaaS) Implementation services, setup and project support

WHEREAS, FIRST PARTY is licensed to perform said Services and desires to and does hereby undertake to perform said Services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND CONDITIONS of each of the Parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

- A. In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the Services as set forth in Exhibit "A," Scope of Services.
- B. **Independent Contractor.** FIRST PARTY and CITY each expressly agree and understand that they are creating an independent contractor relationship, and that nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or other fiduciary relationship between FIRST PARTY and CITY. FIRST PARTY shall not have any right, power or authority, either express or implied, pursuant to this Agreement to assume, create or incur any expense, liability or obligation, express or implied, on behalf of CITY, and shall not represent to any person or business that they have such power. FIRST PARTY and CITY further expressly agree and understand that:
1. Neither FIRST PARTY nor any person employed or contracted by FIRST PARTY shall be considered an employee of CITY for any purposes.
 2. FIRST PARTY has the sole right to control and direct the means, manner, and method by which Services under this Agreement will be performed.
 3. FIRST PARTY has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement, at their own expense; in all cases, FIRST PARTY shall be solely responsible for all matters relating to the payment of its own employees and subcontractors, including, but not limited to, compliance with Social Security and income tax withholdings, workers' compensation

insurance, unemployment compensation payments, and compliance with all regulations governing such matters.

4. Neither FIRST PARTY nor their employees or subcontractors shall be required to wear any uniforms provided by CITY.
5. The Services required by this Agreement shall be performed by FIRST PARTY or their employees or subcontractors, and CITY shall not hire, supervise, or pay any assistants to help FIRST PARTY.
6. Neither FIRST PARTY nor their employees or subcontractors shall receive any training from CITY in the professional skills necessary to perform Services under this Agreement.
7. Neither FIRST PARTY nor their employees or subcontractors shall be required by CITY to devote full time to the performance of Services required by this Agreement.
8. Neither FIRST PARTY nor their employees or subcontractors are entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other fringe benefits provided by CITY to its employees, and FIRST PARTY shall be exclusively responsible for all Social Security, self-employment and income taxes, disability insurance, workers' compensation insurance, and/or any other statutory benefits otherwise required to be provided to their employees.
9. FIRST PARTY is solely responsible for all state and federal income and/or other tax obligations, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement. This includes, but is not limited to, FICA withholdings and payments, state or federal unemployment compensation contributions, and applicable self-employment taxes. FIRST PARTY further agrees to indemnify CITY for any claims or obligations asserted to the contrary by FIRST PARTY or by their employees or subcontractors. Upon request, FIRST PARTY shall provide CITY with proof that such payments have been made.

- C. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- D. **Professional Competence.** FIRST PARTY represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. FIRST PARTY represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. FIRST PARTY agrees that the Services shall be performed consistent with the professional skill and care ordinarily provided by contractor practicing in the same or similar locality under the same or similar circumstances. CITY and FIRST PARTY agree that FIRST PARTY is in responsible charge of the Services. Acceptance by CITY of the Services does not operate as a release of FIRST PARTY from professional responsibility for the Services performed.
- E. **Confidentiality.** FIRST PARTY agrees to maintain in confidence and not disclose to any person, firm, governmental entity or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process or operation of CITY. FIRST PARTY further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity or corporation any data, information, technology, or material developed or obtained by FIRST PARTY during the performance of the Services. The covenants contained in this shall survive the termination of this Agreement for whatever cause.
- F. **Ownership of Material.** Any reports and other material prepared by or on behalf of FIRST PARTY under this Agreement (collectively, the "Documents") and provided to the CITY shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to FIRST PARTY.

- G. **Documentation.** FIRST PARTY shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and FIRST PARTY shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- H. **Conflict of Terms:** In the event of any conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and the terms of any exhibit, attachment or other incorporated document (including the Scope of Services), the terms of this Agreement shall govern and control. If any conflict or inconsistency is identified, FIRST PARTY shall immediately notify the CITY in writing and seek clarification or resolution from the CITY before proceeding with any work that may be affected by such conflict. The CITY'S written determination shall be final and binding.

2. SCHEDULE FOR WORK

- A. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). FIRST PARTY agrees to complete all Services pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other, or the other's employees and agents.
- B. **Notice to Proceed:** FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

4. COMPENSATION AND PAYMENT

- I. **Compensation:** CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$28,250 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. FIRST PARTY's fee for the Services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and Services incurred by FIRST PARTY and used in carrying out or completing the work.
- J. **Invoices:** Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the Services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of FIRST PARTY's relevant records pertaining to the charges.

- K. Invoice Documentation:** FIRST PARTY shall bill each month to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain the total agreement amount subtracting the invoices paid and billing. By submitting an invoice for payment under this Agreement, FIRST PARTY is certifying compliance with all provisions of the Agreement. FIRST PARTY shall not invoice City for any duplicate Services performed by more than one person. City shall independently review each invoice submitted by FIRST PARTY to determine whether the Services performed, and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause FIRST PARTY to be paid within thirty (30) days of receipt of FIRST PARTY's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by FIRST PARTY which are disputed by City, or as provided in this Section. In the event any charges or expenses are in dispute by City, the original invoice shall be returned by City to FIRST PARTY for correction and resubmission. Review and payment by City of any invoice provided by FIRST PARTY shall not constitute waiver of any rights or remedies provided herein or any applicable law. Consultant shall bill the City as Services are complete. City reserves the right to deny payment to FIRST PARTY for any invoice submitted more than 90 days after performance of Services or expenses are incurred by FIRST PARTY.
1. FIRST PARTY shall submit detailed and itemized monthly invoices in a form satisfactory to CITY on or before the tenth (10th) day of each month for Services provided during the preceding month.
 2. Invoices shall include sufficient documentation, including time records, cost records, receipts, and other materials necessary to substantiate the performance and costs of the Services. CITY shall review and verify the accuracy and completeness of each invoice within thirty-five (35) days after receipt. CITY, at its sole discretion, may correct, modify, or disallow any charges contained in the invoice that are inconsistent with this Agreement, unsubstantiated, excessive, or otherwise not in compliance with CITY's standards or instructions. Any such corrections or modifications shall be deemed final and binding upon FIRST PARTY.
 3. Upon completing its review, CITY shall make payment to FIRST PARTY for the amount approved by CITY, subject to applicable deductions, corrections, or offsets as deemed appropriate by CITY. No payment made by CITY shall constitute or be construed as acceptance of any Services or waiver of any rights or remedies available to CITY under this Agreement.
 4. CITY reserves the right to withhold payment in whole or in part if: (a) Services are not performed to the satisfaction of CITY; (b) There are delays not authorized or excused by CITY in the performances of Services; (c) FIRST PARTY fails to provide satisfactory documentation of the Services rendered, or documentation reflecting information CITY has requested; and/or (d) FIRST PARTY is otherwise in default of this Agreement.
 5. Withheld payments shall not relieve FIRST PARTY of its obligations to perform under this Agreement, and CITY shall not be liable for any interest, penalties, or damages related to the withholding of payment.
 6. In the event of a payment dispute, FIRST PARTY agrees to continue performance of all Services under this Agreement without delay or interruption, regardless of the status or resolution of such dispute. CITY shall resolve any payment disputes in good faith. Upon termination or expiration of this Agreement, CITY shall reconcile all outstanding invoices and payments. CITY may offset any amounts due to FIRST PARTY against amounts owed to CITY due to breach, nonperformance, or other defaults by FIRST PARTY.
- L. Status Reports.** Together with each monthly invoice, FIRST PARTY shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. FIRST PARTY shall notify CITY in writing when payments have reached 90% of the To Not Exceed Amount.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status, or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the Services and full control over the employment, direction, compensation, and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's Services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Administrative Services Department
Danny Daniels – IT Division

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-6658
dcdaniels@menlopark.gov

Notices required to be given to FIRST PARTY shall be addressed as follows:

Kevin Doohan
4305 Hacienda Drive, Suite 440
Pleasanton, Ca, 94588
925-701-2058
sales@packetfusion.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

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10. HOLD HARMLESS

To the fullest extent allowed by law, FIRST PARTY hereby agrees to defend, indemnify and save harmless CITY, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of FIRST PARTY or its Subcontractors), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Menlo Park, its Council, boards, commissions, officers, employees, directors, volunteers, or agents that arise out of, pertain to or relate to any negligence, recklessness, or willful misconduct of FIRST PARTY, any subcontractors, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the FIRST PARTY shall meet and confer with other Parties regarding unpaid defense costs.

The duty of FIRST PARTY to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however that nothing herein contained shall be construed to require FIRST PARTY to indemnify City of Menlo Park, its Council, boards, commissions, officers, employees, and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

FIRST PARTY's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

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11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:

The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:

The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

3. Automobile insurance:

FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

4. Professional liability insurance:

FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and two million (\$2,000,000) in

the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of Services described herein.

- C. CITY and its subsidiary agencies, and their officers, agents, employees, and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/Services to be performed, at his/her own expense, before commencement of said work/Services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications, or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications, or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced, and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. **Notice of Termination:** CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all Services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
 3. **Compensation:** If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed Services. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
 4. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph 3A of this Section.
- B. **Remedies:** The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- C. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for Services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and Services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the Parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of Apr. 1, 2026 through Mar. 31, 2027 unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the Parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between Parties not expressly stated in this document are not binding.

All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the Parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract Services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's Office no later than 30 days after the execution of the agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

FOR CITY OF MENLO PARK:

Justin I.C. Murphy, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date

EXHIBIT “A” – SCOPE OF SERVICES**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant Services for CITY’s Administrative Service Department. In the event of any discrepancy between any of the terms of FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following Services:

Provide general consultant Services for projects as determined by the CITY. The detailed Scope of Work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this agreement. A notice to proceed will be issued separately for each separate Scope of Work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these Services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon: (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various Services required will be set forth in Exhibit A-1.

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A4. CHANGES IN WORK – EXTRA WORK

In addition to Services described in Section A1, the Parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional Services including but not limited to:

- Change in the Services because of changes in the Scope of Work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's Services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and FIRST PARTY. Such supplemental agreement shall be executed by FIRST PARTY and may be approved by the City Manager upon recommendation of the Information Technology Manager.

A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of Services performed, project title and the agreement number; the date the Services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate Services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

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EXHIBIT “B” – DISPUTE RESOLUTION

- B1.0** All claims, disputes, and other matters in question between FIRST PARTY and CITY (“Parties” collectively) arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The Parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the Parties, but is expected by the Parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the Parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the Parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the Parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the Parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute, or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute, or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with at least ten (10) years’ experience in construction litigation.
- B3.5** All proceedings involving the Parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the Parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the Parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.



**Implementation
Statement of Work
for**



DATE ISSUED: DEC. 2025

TRUSTED ADVISOR PROJECT: STATEMENT OF WORK

PREPARED BY: PACKET FUSION, INC. SOLUTION ARCHITECT, ERIC HATFIELD



Packet Fusion, Inc.
Professional Services – Statement of Work

This Packet Fusion Statement of Work for Professional Services (this "**SOW**") is executed by Packet Fusion, Inc. ("**Packet Fusion**"), and City of Menlo Park (the "**Customer**") pursuant to, and is subject to, the Packet Fusion Master Services Agreement executed by Customer and Packet Fusion. Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the Master Services Agreement.

Statement of Implementation

The following activities shall be performed in accordance with this Statement of Work and the Master Services Agreement at the location(s) and for the number of users and sites indicated in the attached Appendices:

(Section 1)

Included Services			
Overview	Scope of Implementation	Completion Criteria	Cost
6 Locations 311 RingCentral Phone Accounts 5 Remote Training Sessions 1 Analog 911 PSAP integration Nomadic E911	The primary objective of this project is the seamless deployment of a Unified Communications as a Service (UCaaS) solution using RingCentral.	Successful porting and go-live completion with site signoff	\$24,750.00
Select Optional Services			
☐	Optional	Onsite assistance installing hardware. (1) ATA for 911 PSAP integration, (288) desk phones and (2) Survivable Gateways (SBC's): PFI technicians will unbox, assemble, place, and cross connect new devices. RingCentral extensions will be registered, and connectivity will be verified with RingCentral portal.	\$9,900.00
☐	Optional	(5) Additional Remote end user instructor-led training sessions will include basic client software user features (make/receive a call, transfers, hold, conference, call forwarding, voicemail, DND) and basic software navigation. Sessions will be recorded and links to download recordings for future use will be provided.	\$990.00
☐	Optional	Onsite instructor-led end user training sessions. 1hr training Sessions of up-to 20 users per session and 6 sessions a day. Training sessions will include basic client software and desk phone user features (make/receive a call, transfers, hold, conference, call forwarding, voicemail, DND).	\$3,795.00
			Sub Total
			\$0.00
			Total
			\$24,750.00
<i>* Packet Fusion will perform all services and provide all deliverables as outlined within this Statement Of Work, with payment terms of 50% due upon contract signing and 50% due upon successful completion. *</i>			

Service Locations	Users	Phones	ATA's	Paging	Site Survivability
City Hall: 701 Laurel Street	TBD	TBD	0	☐	☒
Police Department: 701 Laurel Street	TBD	TBD	1	☐	☐
Police Substation: 871 Hamilton Ave	TBD			☐	☐



Belle Haven Community Campus: 100 Terminal Ave	TBD	TBD	0	☐	☒
Menlo Children's Center: 801 Laurel Street	TBD	TBD	0	☐	☐
Belle Haven Child Development Center: 410 Ivy Street	TBD	TBD	0	☐	☐

General Project Management Deliverables

Packet Fusion will provide comprehensive Project Management and Engineering services to our proven methodology and structured delivery framework, ensuring all components of the project—from discovery through deployment and final validation—are executed efficiently, collaboratively, and in alignment with City of Menlo Park’s strategic communication goals.

The Packet Fusion Project Manager (PM) will serve as the central point of coordination and leadership throughout the engagement. The PM will be responsible for managing the overall project plan, aligning resources from Packet Fusion and City of Menlo Park driving timely completion of project milestones.

As part of this engagement, the Packet Fusion PM will oversee the planning, execution, and delivery of the RingCentral Phone cloud telephony solution, which includes number porting, call flow configuration, device provisioning, and user readiness. In addition to core implementation responsibilities.

Key responsibilities include:

1. **Project Timeline and Scheduling Oversight**
The PM will develop and manage the master project timeline, coordinating all scheduling needs across stakeholders and ensuring alignment with calendars, operational windows, and site-specific constraints.
2. **Resource Allocation and Planning**
Identification, assignment, and coordination of required resources across Packet Fusion, CoMP IT staff, and RingCentral technical support teams to deliver project objectives efficiently and effectively.
3. **Deployment Strategy Development**
Facilitation of strategic planning sessions to define a deployment model (e.g., phased rollout by site, parallel deployments, pilot-first model) that minimizes disruption and maximizes organizational readiness.
4. **Discovery Sessions and Requirements Gathering**
The PM will lead targeted discovery sessions with stakeholders to complete the implementation workbook and gather all required inputs, including:
 - User and device inventories
 - Porting data (DID and toll-free numbers)
 - Current and desired call flows
 - Dial plan requirements
 - Premise Peering (PSTN/PBX integration) details
 - RingCentral Phone SSO setup
 - Roles, permissions, and user profiles
 - Physical location data for E911 compliance
 - Desktop phone hardware and feature requirements
 - Call queues and hunt groups (with routing logic)
 - IVR/Auto Receptionist configuration
 - Multi-line appearance setups for administrative roles



5. Communication and Documentation Management

The PM will manage all project documentation, change logs, decisions, and status updates to ensure transparency and alignment across all participating teams.

6. Implementation Tracking and Checklist Maintenance

A detailed implementation checklist will be created and actively managed to track task completion, dependencies, and critical path milestones.

7. Project Status Reporting and Governance

Regular status meetings will be scheduled and led by the PM to review progress, discuss and resolve issues, manage changes, mitigate risks, and track Go-Live readiness.

8. Number Porting Coordination

The PM will coordinate with telecom providers and RingCentral to manage the porting of City of Menlo Park's existing telephone numbers to the RingCentral platform, including validation and scheduling to minimize service disruption.

9. User Acceptance Testing (UAT)

The PM will schedule and manage UAT sessions with City of Menlo Park representatives to validate all call flows, call handling rules, and integrated features prior to the final Go-Live.

10. End User Training Oversight

Packet Fusion PM will also be responsible for scheduling of any agreed upon training sessions [*specified in Section 1 (Service Scope Options)*], coordinating Packet Fusion trainers, and collaborating with City of Menlo Park to review and approve the end user and system administrator training curriculum prior to delivery.

11. Go-Live Validation and Closure

Upon successful deployment at each site or administrative site, the PM will verify that all implementation goals have been met, support cutover processes, and confirm project closure with City of Menlo Park leadership.

Project Deliverables: Packet Fusion

As part of the RingCentral Phone implementation project for City of Menlo Park, the Packet Fusion team will lead a collaborative and structured process to gather business requirements, develop solution designs, and execute a successful deployment across all identified locations. These deliverables are the result of targeted planning, discovery, and design sessions conducted with key City of Menlo Park stakeholders to ensure all technical, operational, and organizational needs are accurately captured and addressed in the final solution.

Throughout the engagement, Packet Fusion will provide the following key project deliverables to support the planning, configuration, and implementation of the RingCentral Phone platform. All project documentation will be maintained and shared through a dedicated SharePoint repository, ensuring secure, organized, and real-time access for City of Menlo Park project stakeholders:

1. Detailed Project Plan

A comprehensive project plan will be developed to outline major milestones, deliverables, workstreams, and task-level assignments. This document will include the full project timeline, key dependencies, and a roles and responsibilities matrix across all participating parties, including City of Menlo Park, Packet Fusion, and RingCentral.

2. Implementation Workbook

Packet Fusion will deliver a structured implementation workbook, which captures the granular details



required to configure the RingCentral Phone environment. This includes end user profiles, extension assignments, ring groups, user roles, classes of service, call handling policies, and both direct inward dial (DID) and toll-free number assignments. This workbook will be reviewed and approved by City of Menlo Park prior to system configuration, ensuring alignment with site-specific communication needs.

3. Call Flow Design Documentation

A detailed, visual representation of City of Menlo Park's call flow logic will be created to model how inbound calls are routed through the system. This includes interactive voice response (IVR) paths, auto attendants, call queues, escalation rules, and overflow logic. Upon approval of the call flow design, Packet Fusion will proceed to configure the RingCentral Phone system to match the approved specifications.

4. User Acceptance Test (UAT) Plan

Packet Fusion will develop and document a formal UAT plan outlining step-by-step procedures for validating the RingCentral Phone configuration against City of Menlo Park's functional requirements. This plan will ensure that critical elements—such as call routing, voicemail, call queuing, SSO, and integration points—are tested and verified prior to full-scale deployment.

5. Phone Number Port Order Documentation

A complete and validated list of phone numbers to be ported from CoMP's existing carrier(s) to the RingCentral platform will be compiled. This document will include all DIDs, toll-free numbers, and any legacy extensions that need to be retained or transitioned. Packet Fusion will coordinate with relevant telecom providers and RingCentral to manage the porting process and minimize service disruption during cutover.

6. RingCentral Phone Readiness Review Reports (Per Location)

For each site identified in the Scope of Work, Packet Fusion will conduct a RingCentral Phone Readiness Review to evaluate the network environment's suitability for voice-over-IP (VoIP) deployment. These reviews will include:

- Wired and wireless network testing results
- Performance statistics such as packet loss, jitter, and latency
- Identification of any bottlenecks or misconfigurations affecting RingCentral Phone performance
- Recommendations and remediation steps (if needed) to optimize network readiness

These reviews ensure the foundational infrastructure is validated before Go-Live.

7. Go-Live Readiness Requirements

A checklist of Go-Live readiness requirements will be compiled and validated prior to each site's activation. This will include confirmation of user training completion, device provisioning, number porting schedules, support escalation procedures, and access to documentation. T

8. Final Solution Design Report (As-Built Documentation)

Upon completion of the project, Packet Fusion will deliver a Final Solution Design Report that captures the full RingCentral Phone implementation "as-built." This document will include details on system configuration, call flow logic, policies, user groups, location-specific nuances, and lessons learned.

Platform Engineering and Integrations

As part of the RingCentral Phone implementation for the City of Menlo Park, Packet Fusion will deliver specialized engineering services and technical integrations.

The engineering and integration work detailed in this section will be performed only where applicable, as outlined in **Section 1 (Service Scope and Locations)** of this Project Scope of Work.



1. **Analog Telephone Adapter (ATA) or Gateway Configuration**

Remote provisioning and setup assistance of ATA for 911 (Intrado) dispatch, Packet Fusion will configure support through ATAs or analog gateways:

- Once the analog device or gateway has been installed on the network, Packet Fusion will complete the necessary RingCentral Phone Portal configurations to register the device and integrate it into the call flow and dial plan as required.

2. **Enhanced E911 Configuration via RingCentral's Nomadic E911 Service**

To ensure compliance with safety regulations and enhance emergency response, Packet Fusion will configure RingCentral's nomadic E911 capabilities:

- Implementation includes mapping users and devices to precise location data, enabling dynamic location detection and routing of emergency calls to the correct Public Safety Answering Point (PSAP) based on user location.
- Common area phones and/or extension-only users will be programmed with an emergency number pool DID to allow 911 to callback **(If deemed necessary)**.

3. **Microsoft Teams Integration**

For departments or user groups utilizing Microsoft Teams as their primary collaboration platform, Packet Fusion will assist with RingCentral Phone integration to enable native dialing capabilities:

- Provide City of Menlo Park with the required specifications and steps for deploying RingCentral's embedded Teams dialer app.

These engineering and integration services are designed to ensure CoMP can leverage the full capabilities of the RingCentral platform while maintaining interoperability with existing systems and meeting specialized site needs. Packet Fusion will ensure these integrations are deployed with best practices, validated for performance, and documented for future management and scalability.

Carrier Support

As part of the transition to the RingCentral Phone platform, Packet Fusion will manage the end-to-end process of porting existing telephone numbers from City of Menlo Park's legacy telecom providers to the RingCentral cloud solution. Proper execution of number porting is critical to ensuring service continuity and minimizing disruption during the migration.

Packet Fusion's Project Manager will work closely with the CoMP project team to guide the porting process, including documentation collection, carrier coordination, and validation of porting details. While the technical execution of number porting is a shared responsibility between Packet Fusion, CoMP, and the current telecommunications providers, Packet Fusion will act as the primary liaison and coordinator for all porting activities within the project scope.

The following responsibilities are included:

1. **Port Request Management and Issue Resolution**

The Packet Fusion Project Manager will be responsible for submitting all number porting requests on behalf of CoMP and will manage any carrier rejections or necessary resubmissions. This process will be handled on a site-by-site basis for up to 30 days from the initial submission date to ensure timely resolution of any issues that arise.

2. **Customer Documentation and Authorization Requirements**

City of Menlo Park will be responsible for providing the necessary porting documentation, which includes:

- Executed Letters of Authorization (LOAs)
- Current billing information



- Customer Service Records (CSRs)
- Designation of an authorized signer for each location

3. **Port List Compilation and Validation**

The Packet Fusion Project Manager will compile all numbers identified for porting and work collaboratively with CoMP's internal team and telecom carriers to validate this data against official customer service records. This step is essential to reducing rejections and ensuring an efficient porting process.

4. **Coordination with RingCentral and Forwarding Strategy Development**

The Packet Fusion Project Manager and Implementation Engineer will collaborate with CoMP and RingCentral to validate porting timelines, temporary call forwarding options (if needed), and any interim routing configurations. The team will jointly determine an appropriate implementation plan that ensures minimal service interruption during the porting window.

This coordinated porting effort ensures that critical phone numbers are preserved during the migration to RingCentral Phone and that end users experience a seamless transition. Packet Fusion will support City of Menlo Park through each step to provide a smooth and compliant porting experience.

Final Order Confirmation (FOC) is issued at the discretion of the current carrier and is outside of Packet Fusion's control. Any account-related issues must be resolved directly between City of Menlo Park and their existing service provider, as Packet Fusion cannot act on CoMP's behalf in matters involving the current carrier.

End User Training

The following training components are included: Unless otherwise specified in Section 1 (Service Scope Options), the Packet Fusion implementation team will deliver the following training resources:

1. **End Users**

Training will be delivered through provided written guides and self-paced online resources to support flexible learning.

- Custom written guides based on coordinated and approved curriculum
- Provided links to online self-paced training sites and videos

2. **System Administrator and Knowledge Transfer Training**

A dedicated sessions will be delivered for CoMP system administrators to ensure in-depth understanding of:

- RingCentral Phone system configuration
- Ongoing management and support best practices
- Reporting and analytics
- User provisioning, roles, and permissions

This knowledge transfer will enable CoMP's internal IT teams to confidently manage and support the RingCentral Phone platform after the implementation is complete.

3. **Quarterly Follow-Up and Make-Up Training Sessions**

To support continued learning and accommodate evolving user needs, Packet Fusion will host:

- Quarterly follow-up **Train-the-Trainer** sessions to address common questions, provide feature updates, or review complex scenarios
- Optional make-up sessions for users who were unavailable during the initial training schedule



User Acceptance Testing – (UAT)

Upon completion of the initial RingCentral Phone platform configuration, Packet Fusion will lead a structured **User Acceptance Testing (UAT)** process in partnership with the City of Menlo Park. This critical project milestone ensures that the configured system meets CoMP's functional and operational expectations prior to production cutover.

The UAT phase allows CoMP stakeholders to validate core call routing logic, auto attendant behavior, user features, and overall platform readiness. The testing process will be conducted jointly by Packet Fusion's Project Manager and Implementation Engineer, in collaboration with CoMP's site administrators.

Any modifications requested to call flows, user assignments, or features following UAT may require reconfiguration work and could result in additional time and materials charges and potential timeline adjustments.

The UAT scope includes the following key activities:

1. Auto Attendant and Inbound Call Flow Testing

The Packet Fusion Implementation Engineer will work directly with CoMP site administrators to:

- Review the approved call flow design implemented in the RingCentral Phone platform.
- Perform end-to-end testing of inbound auto attendant behavior and call routing scenarios.
- Validate that the system handles calls correctly based on predefined rules (e.g., business hours, holidays, dial-by-name directory, department routing).

2. End User Functionality Testing and Documentation

The engineer and CoMP site admin will jointly:

- Verify the RingCentral Phone feature functionality for each user group based on the implementation workbook (e.g., voicemail, call forwarding, call queues, hunt groups, multi-line appearances).
- Ensure all users have been correctly provisioned with the appropriate role, device, and configuration.
- Document the test results using a formal test plan and record any issues that may require remediation.
- Emergency Services validation will be performed at each location by dialing "933" from both softphones and desk phones to confirm correct address configuration for wired and wireless devices.

3. Finalization of Go-Live Schedule

Following the successful completion of UAT:

- The Packet Fusion Project Manager will collaborate with CoMP stakeholders to confirm acceptance of the test results.
- A mutually agreed-upon **Go-Live date** for the applicable site or user group will be established, aligning with the broader rollout strategy.

The UAT process is designed to provide confidence in the production-readiness of the RingCentral Phone environment while allowing time for refinement before Go-Live. Packet Fusion's structured testing and validation approach helps ensure a smooth transition and optimal user experience at launch.

Onsite Deployment Services

Note: No onsite services are included in this Statement of Work unless otherwise selected from **Section 1 – Optional Services**. All services will be performed remotely unless explicitly stated and approved in writing within the Optional Services section.

Go-Live Support & Post Go-Live Adjustments



To ensure a smooth and successful transition to the RingCentral Phone platform, Packet Fusion will provide hands-on technical support and issue resolution services during both the Go-Live event and the immediate Post Go-Live period for each location outlined in the project scope. This critical support window ensures that end users and system administrators are properly supported during the initial cutover and early use of the new phone system.

The Packet Fusion team including Project Management and Engineering resources will be available to monitor, respond to, and remediate any unforeseen issues that may arise as users transition from the legacy telephony environment to RingCentral Phone.

The following support activities will be included:

1. **Go-Live Technical Support**

- **Real-Time Issue Resolution:** Packet Fusion engineers will be available on-site and/or remotely during Go-Live to troubleshoot call routing, user access, device registration, or configuration anomalies.
- **RingCentral Portal Monitoring:** Active monitoring of RingCentral Phone admin portal to identify any provisioning errors or connectivity concerns during cutover.
- **User Functionality Testing:** Assist local CoMP site admins in validating inbound/outbound calling, voicemail access, hunt groups, auto attendants, and other configured features.
- **Collaboration with RingCentral Support:** Coordinate directly with RingCentral TAC if escalation is needed to resolve platform-level issues.

2. **Post Go-Live Stabilization Period**

- **Continued Technical Oversight:** Packet Fusion will provide remote engineering support in the days following Go-Live to ensure ongoing platform stability.
- **Change Requests & Adjustments:** Minor call flow or configuration updates will be supported as part of early stabilization. (Note: major changes may be scoped as a follow-up service engagement.)
- **User Experience Monitoring:** Monitor call quality reports, user-reported issues, and network performance to proactively identify and mitigate issues.
- **Knowledge Transfer and Admin Support:** Provide CoMP system administrators with additional coaching or clarification on configuration and maintenance best practices, if needed.

Customer Responsibilities

As part of the agreement outlined in this Statement of Work (SOW), it is important to establish clear distinctions between the services provided by Packet Fusion and those which remain the responsibility of CoMP. The following items are specifically excluded from the scope of Packet Fusion's services and will be handled by CoMP:

1. **LAN/WAN Infrastructure:** CoMP is responsible for ensuring that its local area network (LAN) and wide area network (WAN) infrastructure are ready and functional. This includes network devices such as routers, switches, and network cabling necessary for RingCentral Phone implementation.
2. **Quality of Service (QoS) Configuration:** CoMP must ensure that Quality of Service (QoS) configurations are implemented on its network. These settings are critical to prioritize voice traffic over other types of data traffic, maintaining call quality and reducing issues like latency and jitter.
3. **Firewall or Access Control List (ACL) Configuration:** CoMP is responsible for configuring firewalls or Access Control Lists (ACLs) to allow RingCentral Phone traffic through the network. This includes setting up inbound and outbound rules to ensure secure and reliable communication.
4. **Power over Ethernet (PoE) Port Activation/Configuration:** CoMP must ensure that Power over Ethernet (PoE) ports are active and configured on its network switches. PoE is required for powering IP phones over the network connection.
5. **Configuration and Software Installation on PCs:** CoMP is responsible for configuring and installing necessary software on end-user PCs. This includes applications like the RingCentral client or any other tools necessary for RingCentral Phone integration.
6. **Decommission and Disposal of Legacy Equipment:** CoMP is responsible for decommissioning and disposing of any legacy telephony equipment, such as PBX systems or analog phones, that will no longer be used after the migration to RingCentral Phone.



7. **Customization of Individual User Endpoints or Phone Settings:** CoMP will handle the customization of individual user endpoints or phone settings. This includes tasks such as adjusting ringtone preferences, voicemail greetings, or any other device-specific settings beyond the approved configuration.
8. **Procurement of Customer Service Reports (CSR):** CoMP must procure Customer Service Reports (CSRs) from its existing carrier(s) for any locations requiring porting services. This includes service addresses, authorized contacts, and Billing Telephone Numbers (BTN) for each phone bill.
9. **Customer Side Premise Trunk Configuration, Diagnostics, and/or Troubleshooting:** Any configuration, diagnostics, or troubleshooting of premise-based trunks (such as SIP trunks or legacy PBX connections) is the responsibility of CoMP. This includes ensuring that all physical and logical setup of these connections is in place prior to migration.
10. **Mobile Device Configuration, Diagnostics, and/or Troubleshooting:** CoMP is responsible for configuring, diagnosing, and troubleshooting mobile devices used with RingCentral Phone. This includes installing the RingCentral mobile app and addressing any device-specific settings or issues.
11. **Provision of Pre-recorded Greetings and Prompts:** CoMP is responsible for providing all pre-recorded greetings, prompts, or messages needed for system functionality. These include auto attendant greetings, voicemail prompts, and other necessary audio recordings.

E911 Location Functionality: The Customer is responsible for completing and submitting the required Registered E911 Address and location information to the Service Web to ensure correct emergency services routing.

Change Management and Scope Control

To ensure transparency and maintain alignment throughout the project lifecycle, any modifications to the scope, timeline, or pricing of services outlined in this Statement of Work (SOW) must follow a formal change management process. The purpose of this process is to properly document, assess, and approve changes that impact the scope, deliverables, or responsibilities of either party.

1. **Formal Change Orders:** All changes to the SOW shall only be enacted through a mutually executed written Change Order between Packet Fusion and the City of Menlo Park. This Change Order will define the nature of the requested change, and include any adjustments to project scope, deliverables, fees, and timeline as agreed upon by both parties.
2. **Impact on Fees and Timeline:** Requested changes—such as additional services, new integrations, or timeline modifications may impact on the project’s overall cost and duration. These impacts will be clearly documented and agreed upon within the Change Order before any work is initiated.
3. **Customer-Driven Delays:** Delays caused by the Customer—including, but not limited to, incomplete documentation, delays in call flow approval, or number porting submissions—may require timeline adjustments and could incur additional professional services fees. These situations will also be reviewed under the change management process and, if needed, formalized through a Change Order.
4. **Unplanned Additions to Scope:** Any new work or services not explicitly described in the original SOW such as additional feature implementation, new site requirements, or training expansions must be submitted as a formal Change Order and may be subject to additional costs.
5. **Mutual Agreement Required:** No changes will be considered valid or actionable without a written agreement from both Packet Fusion and the Customer. This ensures both parties maintain alignment on project expectations, responsibilities, and deliverables.

Agreed and Accepted:

Packet Fusion, Inc.
(Company)

Agreed and Accepted:

CoMP
(Customer)



(Authorized Signature)
Name: _____
Title: _____
Date: _____

(Authorized Signature)
Name: _____
Title: _____
Date: _____

CloudSupport

Packet Fusion's **CloudSupport** combines priority response times, proactive system optimization, and personalized growth strategies to maximize your organization's investment across your entire UCaaS and CCaaS landscape — including collaboration, voice, and contact center applications. Whether it's troubleshooting, updates, or long-term planning, our **CloudSupport** Support ensures your collaboration solutions perform efficiently and scale with your business needs.

1. UCaaS CloudSupport

Pricing is based on the number of active UCaaS seats, with a **minimum** annual support fee of **\$2,500**.

Selection	UCaaS Seat Tier	Seat Count	Annual Price **Does Not Auto-Renew**
☒	Small - Large	1-999	\$3,500
☐	Enterprise	1,000+	Custom Pricing

2. CCaaS CloudSupport (Additional to UCaaS)

CCaaS Tier	Basis of Pricing	Annual Price **Does Not Auto-Renew**
All Tiers	Contact Center Support	N/A

Support Coverage Includes:

1. Simple Adds, Moves, and Changes (MAC's) During Business Hours

- Provided at no additional charge from 7:00 am to 5:00 pm PST, ensuring timely updates to your system.

2. Discounted After-Hours Labor Rates

- Reduced pricing for all support engagements lasting longer than 30 mins outside standard business hours. Perfect for businesses operating in multiple time zones, at \$165 per hour.

3. Preferred Pricing for Advanced Tasks

- Discounted rates for services including but not limited to the following: building new call flows, advanced user setups, 3rd party integrations, or API and custom development, at \$145 per hour.

4. Proactive SLA Guarantees

- Non-emergency requests: response time within 4 hours to ensure minimal disruption.
- Priority/emergency requests: 30-minute response time for urgent needs, such as critical outages.

5. Access to the Packet Fusion Customer Portal

- User-friendly platform for submitting and tracking tickets, accessing past ticket history, and receiving real-time updates on current issues.

6. Quarterly Solution Optimization and Optional User Coaching

- Proactive system reviews to ensure all configurations align with current business needs, including call flow optimization and feature audits.
- Access to quarterly end-user training to help staff fully utilize Provider's features, reducing support tickets and improving productivity.
- Access experienced consultants to discuss business growth, scalability, and emerging technologies to keep your systems modern and efficient.

7. Manufacturer Direct Support Option

- Retain the flexibility to engage directly with Provider support if desired, giving you an additional layer of troubleshooting options.

Enhanced Adds, Moves, and Changes (MAC's) Include:

- Name and extension changes.
- Modifying call groups, queues, auto receptionists, schedules.
- Minor adjustments to existing call flow configurations (30 mins or less).
- Troubleshooting and resolving common technical issues.
- Answering user questions and providing feature guidance.
- Activating new licenses or reassigning existing ones.

What's Not Covered:

1. Major Call Flow Overhauls
 - Designing or implementing significant structural changes to call flow configuration/s.
2. Implementation of New Integrations or Solutions
 - Deployment or integration of entirely new solutions, such as transitioning to Provider contact center.

Packet Fusion, Inc.

Customer

(Company)

(Customer)

(Authorized Signature)

(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____