



Sonoma-Marín Area Rail Transit
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GENERAL MANAGER

Eddy Cumins

April 15, 2026

Sonoma-Marín Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Authorize the General Manager to award Agreement No. IT-PS-25-003 with Portola Systems, Inc. for ongoing management and maintenance support of the SMART Station Network.

Dear Board Members:

RECOMMENDATIONS:

Authorize the General Manager to award Agreement No. IT-PS-25-003 to Portola Systems, Inc. to provide ongoing management and maintenance support of the SMART Station Network with a not-to-exceed amount of \$920,306.99 for the initial three-year term and \$626,703.02 for the optional two-year term thereafter.

SUMMARY:

SMART relies on a complex station network infrastructure to support critical passenger facing and operational systems, including ticket vending machines, fare collection interfaces, security systems, public address systems, realtime information displays, and station WiFi. This infrastructure must be monitored and maintained 24 hours a day, seven days a week, to ensure safe and reliable rail operations.

BACKGROUND:

SMART's existing contract for management, maintenance, and configuration support of the SMART Station Network is set to expire on June 30, 2026. SMART issued a Request for Proposals (RFP) on December 1, 2025, to solicit qualified firms to provide ongoing management and maintenance support for the SMART Station Network for the next five years. SMART received four Proposals, two of which were determined to be responsive, by the Proposal deadline on January 20, 2026.

An evaluation committee reviewed and evaluated the responsive Proposals using the evaluation criteria published in the Request for Proposal, which included service approach, demonstrated history of performing similar work, key personnel qualifications, and pricing. Following the evaluation process, the evaluation committee made the determination that the Proposal submitted by Portola Systems, Inc. provided the best overall value to SMART and is recommending them for award.

Staff recommends authorizing the General Manager to award Agreement No. IT-PS-25-003 to Portola Systems, Inc. to provide ongoing management and maintenance support of the SMART Station Network with a not-to-exceed amount of \$920,306.99 for the initial three-year term and \$626,703.02 for the optional

two-year term thereafter to ensure continuity of station network operations and reliable support for critical passenger-facing and operational systems.

FISCAL IMPACT:

The agreement authorizes a total not-to-exceed amount of \$920,306.99 for the initial contract term (Fiscal Years 2027 – 2029) and \$626,703.02 (Fiscal Year 2030 – 2031). Funding for these services is assumed in future fiscal year operating budgets.

Sincerely,

/s/

Bryan Crowley
Information Systems Manager

Attachment(s): Agreement No. IT-PS-25-003

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of July 1, 2026 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and Portola Systems, Inc. (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in the areas of information systems network configuration, maintenance, technical support services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to perform ongoing management and maintenance support for the SMART Station Network.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

ARTICLE 1. RECITALS.

Section 1.01 The above Recitals are true and correct.

ARTICLE 2. LIST OF EXHIBITS.

Section 2.01 The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART’s Information Systems Manager or designee (hereinafter “SMART Manager”) will initiate all requests for services through the issuance of a Task Order.

Section 3.02 Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

ARTICLE 4. SCOPE OF SERVICES.

Section 4.01 Scope of Work. Consultant shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the “Scope of Work”).

Section 4.02 Cooperation With SMART. Consultant shall cooperate with the SMART Manager in the performance of all work hereunder.

Section 4.03 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If SMART determines that any of Consultant's work is not in accordance with such level of competency and standard of care, SMART, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7; or (d) pursue any and all other remedies at law or in equity.

Section 4.04 Assigned Personnel.

- (a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the Task Order, as applicable.
- (c) In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement:

Ryan Miller, Executive Vice President, Senior Network and Systems Architect
Rooein Nasiri, Senior Network Architect and Security Engineer
Juan Pulido, Senior Network Engineer
Rich Coibion, Senior Systems Engineer
Will Young, Network Engineer
Sue Haseltine, Purchasing Management
Brooke Mincey, Account Manager

ARTICLE 5. PAYMENT.

For all services required hereunder, Consultant shall be paid in accordance with the following terms:

Section 5.01 Consultant shall invoice SMART on a monthly basis, detailing the tasks performed pursuant to the Scope of Work requested by SMART Manager and the hours worked. SMART shall pay Consultant within 30 days after submission of the invoices. If invoices require correction, the 30-day payment period shall restart upon submission of the revised invoice.

Section 5.02 Consultant shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$920,306.99 without the prior written approval of SMART. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the rates corresponding to the service; (iii) for additional devices associated with Task 2, itemize the additional devices on the invoice accordingly; (iv) for time and materials tasks, list the time in quarter hours devoted to the task, the names and classifications of the persons performing the work, and the hourly rate or rates for those individuals; and (v) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in **Exhibit B**. SMART does not reimburse Consultant for travel time.

Section 5.03 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CFR Part 200 shall be used to determine the allowability of individual terms of cost. Any costs for which payment has been made to the Consultant that are determined by subsequential audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

Section 5.04 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Consultant after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect through June 30, 2029, with one (1) two-year option to extend at SMART's sole discretion unless terminated earlier in accordance with the provisions of **Article 7** below.

ARTICLE 7. TERMINATION.

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 7.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

Section 7.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by either party, Consultant, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and shall submit to SMART an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, the General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

ARTICLE 8. INDEMNIFICATION

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages,

liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE 9. INSURANCE.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART.

Section 9.01 Workers' Compensation Insurance. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Section 9.04 Technology Professional Liability Errors and Omissions. Insurance shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claim involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and

alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Consultant.

Section 9.05 Cyber Liability Insurance. Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

Section 9.06 Endorsements. Prior to commencing work, Consultant shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above, with the exception of the workers compensation insurance policy and the professional services liability policy (if applicable).
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Consultant is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.
- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Consultant. Said policy shall protect Consultant and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company’s liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Consultant hereby grants to SMART a waiver of any right to subrogation which any insurer of said Consultant may acquire against SMART by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.

- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

SMART reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

Section 9.07 Deductibles and Retentions. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the name insured is not acceptable.

Section 9.08 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Consultant shall:

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (c) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Consultant shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the work.

Section 9.09 Documentation. The following documentation shall be submitted to SMART:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. At SMART's request, Consultant shall provide certified copies

of the policies that correspond to the policies listed on the Certificates of Insurance. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.

- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to InsuranceRenewals@sonomamarintrain.org.

Section 9.10 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.11 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Consultant, SMART may deduct from sums due to Consultant any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 9.12 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 10. PROSECUTION OF WORK.

When work is requested of Consultant by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

ARTICLE 11. EXTRA OR CHANGED WORK.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not

significantly change the scope of work or significantly lengthen time schedules may be executed by the SMART Manager in a form approved by SMART Counsel. The Board of Directors or General Manager must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

ARTICLE 12. REPRESENTATIONS OF CONSULTANT.

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

Section 12.02 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Consultant agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall

maintain such records for a period of four (4) years following completion of work hereunder. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Consultant's or such other person's financial interests.

Section 12.06 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

Section 12.07 Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications and work product, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive

right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to SMART. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

ARTICLE 13. DEMAND FOR ASSURANCE.

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART’s right to terminate this Agreement pursuant to **Article 7**.

ARTICLE 14. ASSIGNMENT AND DELEGATION.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail or email. Notices, invoices, and payments shall be

addressed as follows:

If to SMART Manager: Sonoma-Marín Area Rail Transit District
Attn: Bryan Crowley
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
bcrowley@sonomamarintrain.org
707-794-3330

If to SMART Billing: Sonoma-Marín Area Rail Transit District
Attn: Accounts Payable
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
billing@sonomamarintrain.org
707-794-3330

If to Consultant: Portola Systems, Inc.
Attn: Ryan Miller
327 O'Hair Court Suite B
Santa Rosa, CA
rmiller@portolasystems.net
(o) 707-824-8800
(c) 707-495-8878

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

ARTICLE 16. MISCELLANEOUS PROVISIONS.

Section 16.01 Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. The recycle logo or "chasing arrows" cannot be used on printed material unless the paper contains a minimum of 30 percent postconsumer material. If paper meets the 30 percent requirement, ask that the

recycling logo be printed on the project.

Section 16.02 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.03 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.04 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.05 Licensing Laws. The consultant and all subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under contract, all Contractors and subcontractors must show that they hold appropriate and current Contractor Licenses in the State of California. The Contractor shall provide such subcontractor information, including the class type, license, number, and expiration date to SMART.

Section 16.06 Drug-Free Workplace. Consultant certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 16.07 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties intend by this Agreement to establish a cooperative funding relationship, and do not intend to create a partnership, joint, venture, joint enterprise, or any other business relationship. There is no third person or entity who is an intended third-party beneficiary under this Agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this Agreement. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

Section 16.08 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 16.09 Use of SMART Name and Logo Restrictions. Consultant is prohibited from using SMART's name and logo unless expressly authorized herein or by written authorization from SMART's legal counsel.

Section 16.10 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.11 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.12 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 16.13 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: PORTOLA SYSTEMS, INC.

By: _____
Ryan Miller, Executive Vice President

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR SMART:

By: _____
Ken Hendricks, Procurement and Contracts Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marin Area Rail Transit District (SMART) is contracting with Portola Systems, Inc. to provide ongoing management and maintenance support for the SMART Station Network.

The SMART Station Network encompasses network equipment necessary to allow for data, voice, and video transmission from station devices to the SMART Data Center over SMART provided fiber optic backbone. Work shall include maintenance of point-to-point VPN connections from the SMART Data Center to Fare Collection Vendor facilities.

Station devices include, but are not limited to the following:

- Uninterruptible Power Supplies
- Ticket Vending Machines
- Security Cameras
- Station Wi-Fi
- Realtime Signs
- Public Address systems

Consultant will also be tasked with integrating new equipment or replacement equipment into SMART's Station Network.

As part of the management and monitoring of SMART's Station Network, Consultant will be responsible for managing the Cisco SmartNet licensing and contracts for the equipment.

Due to the sensitivity of the information Consultant will be working with, Consultant must sign SMART's Non-Disclosure and Confidentiality Agreement prior to performing any work.

II. Contract Management

All work shall be initiated, scheduled, and reviewed by the Information Systems Manager or designee (hereinafter "SMART Manager"). Work will be initiated through written task orders signed by both parties. It is the expectation that Task Orders be signed within two business days.

III. Scope of Work

A. Overview

Station Network Support Services performed by Consultant while under

Agreement are split into the following four tasks:

Task 1: Transition of Service from Incumbent

Task 2: Planned Station Network Management and Maintenance

Task 3: On-Call Support Services

Task 4: Cisco SmartNet Coverage

If work requires access to SMART's right-of-way, Consultant shall coordinate with SMART's Contract Manager to acquire a right-of-way Access Permit prior to any work being performed. SMART right of way access requires compliance with SMART safety rules and regulations.

SMART's Station Network primarily consists of the following types of devices:

Table. 1

Quantity	Type of Equipment
1	Monitoring Server
2	Firewalls in High Availability Pair
15	Uninterruptible Power Supply (UPS) units with Temperature Probes
15	UPS External Battery Pack
15	Switched Power Distribution Unit
50	Network Switches

SMART may incorporate and implement additional network hardware equipment into the SMART station network during the term of this Agreement.

This additional hardware will be covered by the services described below. The additional per device cost for the services described below will be in accordance with the agreement schedule of rates. All active and in service Cisco devices must be covered by an active SmartNet Subscription during the duration of this agreement.

B. Scope of Work Tasks

a. Task 1: Transition of Service from Incumbent

To ensure a smooth transition of network managed services from the incumbent contractor to Consultant, a structured transition will be developed and executed.

1. Consultant shall meet with SMART and the outgoing service provider to facilitate the transfer of all relevant documentation, system access credentials, and network configuration data.
2. The completed transition plan issued by Consultant will include a

- full inventory of the existing infrastructure, confirmation of device inventories, and takeover of any exiting open support tickets.
3. Consultant shall complete the transition within 30 calendar days of contract execution unless otherwise agreed upon in writing by SMART.

A Task Order will be issued for this work.

b. Task 2: Planned Station Network Support Services

Consultant shall perform the following services to monitor and manage SMART's existing station network:

1. 24x7x365 monitoring of station network functionality using secure remote access.
2. Provide 24x7 on-call support subject to the terms described in Section IV – Timelines.
3. Installation of up to two software updates per year per device for the station network infrastructure hardware. Scheduling of these updates will need pre- approval from the Contract Manager.
4. Bi-weekly 30-minute check in phone meetings with SMART's Contract Manager to report on system issues, progress on system maintenance and upgrades, and future planning of SMART's station network.
5. Maintain updated network inventory of devices including port-level diagrams, device serial-numbers, MAC address tables, device host names, SmartNet contract numbers, and relevant equipment lifecycle details.
6. Perform network administration services and/or assist staff with network maintenance, management, and monitoring to ensure ongoing operation of critical infrastructure.
7. Conduct problem-solving, maintenance, and planning with SMART's other consultants and support hotlines to resolve problems with SMART's (station ticketing, surveillance cameras, and other integrated systems as needed).
8. Provide management of warranties and perform warranty repair and replacement work.
9. Install proactive security patching and system software version updates for all systems.
10. Perform system restarts as directed and required after normal business hours and on weekends. Timing of these system restarts will be coordinated with the SMART Contract Manager.
11. Conduct day-to-day administration of the SMART station

network.

A Task Order will be issued for this work.

c. Task 3: On-Call Support Services

Consultant may be requested to perform additional services above those listed in Tasks 1 and 2. These services will be issued by written task order and shall be on a time and materials basis.

The following services may be requested under this section:

1. Provisioning or installing of new and/or additional network hardware. This does not include construction activities requiring a contractor's license or affixing anything to real property requiring prevailing wages.
2. Upgrades or reprogramming to add new capabilities or functionality to supported product.
3. Emergency patching and updates as needed.
4. Any additional work mutually agreed upon between SMART and Consultant.

Process for Requesting Task-Order Based On-Call Support Services:

1. SMART's Contract Manager, or designee shall contact Consultant and provide a request for services. This request will include a detailed scope of work, timeline for completion, and any other information deemed necessary for Consultant to be able to produce a quote.
2. Consultant shall submit a quote and time estimate to SMART's Contract Manager within five business days. The quote must be written in accordance with the time and materials rates established in Exhibit B.
3. SMART's Contract Manager shall review the quote and decide whether to proceed as written, cancel, or modify the scope requirements. Any scope modifications will require the Consultant to produce a revised quote for review.
4. If SMART decides to proceed with the request, then SMART will issue a written task order detailing the scope of work, timeline for completion, and the agreed upon not-to-exceed amount.

A Task Order will be issued for this work.

d. Task 4: Cisco SmartNet Coverage

Consultant shall provide SMART with Cisco SmartNet coverage for hardware and software associated with the SMART Station Network. Consultant shall provide SMART with the following Cisco SmartNet services as part of this task order:

1. 24/7 access to Cisco Technical Assistance Center to resolve critical issues with all devices covered under Cisco SmartNet.
2. Replacement of covered devices when required will take place within a four (4) hour delivery window.
3. All updates and upgrades of operating system software are made available by Cisco for devices covered under Cisco SmartNet.
4. Security and Product alerts shall be provided for all covered devices to include:
 - a. Setting up an alert management workflow for determining which Cisco published product alerts and security advisories are relevant for the devices purchased.
5. Product lifecycle management for all covered devices to include:
 - a. Providing enhanced visibility into the installed base to quickly identify any Cisco products that are reaching end of life, end of sale, or end of support.
6. Service Coverage Management
 - a. Including installation of regular base collection and flexible reporting capabilities to efficiently manage the Cisco devices and service contracts.

Since the determination of pricing for Cisco SmartNet coverage is highly dependent upon the type of equipment, equipment serial numbers, software installed on the equipment and other factors, the Consultant shall provide the Cisco SmartNet coverage at cost as a pass-through in this Agreement with receipt documentation submitted with the invoice.

Call for Repair Process

Calls for repair are carried out by the Lead Engineer or by the Technical Account Manager. Any issue resulting in needed hardware replacement are addressed by Consultant submitting a Hardware Replacement Request directly to CISCO. Hardware will be shipped to Consultant and configuration files will be restored from Consultant backup configuration data. An engineer is dispatched according to the

severity level of the case and will work with all vendors impacted by the hardware outage to ensure a seamless restore of systems effected by the outage.

On-Hand Spare Equipment

Consultant commits to warehousing a spare IE5000 network switch, single mode SFP-LR network optics, and single-mode fiber patch cables to expedite calls- to-repair for SMART. Should a device fail, Consultant will dispatch with the necessary in-stock equipment to produce immediate results.

IV. Timeline for Each Requirement / Task

a. Task 1: Transition of Service from Incumbent

Transition of service from incumbent must be completed within 30 days from Task Order Issuance.

b. Task 2: Planned Station Network Management and Maintenance

Consultant shall continuously monitor the SMART Station Network. Any discovered issues with the network shall be addressed by the Consultant immediately upon discovery of those issues.

If Consultant discovers an issue where a feature of the Station Network will be unavailable for more than 30 minutes, Consultant shall notify the SMART Contract Manager by email or phone call.

Some issues with the Station Network may be reported to the Consultant by SMART personnel. In this case, Consultant shall acknowledge the request within 1-hour of SMART contacting a technician or submitting a support ticket.

c. Task 3: On-Call Support Services

All work issued under this task order shall be completed based upon a mutually agreed upon date and time identified in the Task Order.

Standard Hours of Operation

Service Provider shall maintain standard hours of operation from 7:00am – 5:00pm (Pacific), Monday through Friday.

Emergency On-Call Operations

Consultant shall maintain an On-Call Afterhours Schedule to fulfill 24x7x365

emergency support requests.

Response times are typically less than 25-minutes (and never longer than 60 minutes).

d. Task 4: Cisco SmartNet Coverage

Consultant shall notify SMART’s Contract Manager four (4) months ahead of any pending Cisco SmartNet contract expiration. Consultant shall provide the renewal date of these contracts, along with the costs associated with the renewal options. Consultant shall work with SMART’s Contract Manager to determine the options to co-term the Cisco SmartNet contract expiration dates of contracts wherever possible. SMART will provide direction with Consultant to determine which devices will require SmartNet renewal.

V. Response Times

The response time and time-to-resolution will be based on the priority of the issue or incident. The response times are listed below.

Table 2. Priority Definitions

Level Name	Description	Example Impact
1: Critical	This is an emergency that significantly restricts the use of an entire system or network, and a critical business function is offline as a result. The entire organization is impacted (including but not limited to safety implications, revenue collection, or passenger boarding).	System-wide network outage, total data loss, or a major security breach.
2: High	The reported issue severely restricts an application and is negatively impacting the organization (including but not limited to safety implications, revenue collection, or passenger boarding). The key functions of that system are impacted, but the overall Station Network is functioning.	Connectivity for one aspect of the Station Network is not available, or major performance issue.
3: Medium	The reported issue may restrict the use of one or more features of a single device, but operations, safety, and revenue	Minor software bug, intermittent connectivity issues for a single endpoint device on the Station Network, or a generic operational

	collection are not severely impacted.	issue.
4: Low	The reported issue or question is not significantly impacting productivity and little-to-no restrictions are impacting the features necessary for business functions.	Question about system functionality, a minor documentation error, or a low-priority enhancement request.

Table 3. Priority Service Level Agreement Times

Level Name	Response Time	Resolution Time
1: Critical	Up to 30 Minutes Immediate Response from Support Team	4 hours
2: High	Up to 1-hour	8 hours
3: Medium	Up to 6-hours	3 business days
4: Low	Up to 24-hours	10 business days

Escalation procedures will be defined in coordination with SMART during contract initiation and document here in the final agreement.

VI. Acceptance Criteria

SMART's Information Systems Manager or designee shall review all work performed by the CONSULTANT. If the work performed met requirements, SMART will issue a notice of acceptance and recommend CONSULTANT submit an invoice for review. If the work was not performed per requirements, the CONSULTANT shall be instructed to correct the defective work at the sole expense of CONSULTANT prior to recommending an invoice be submitted.

**EXHIBIT B
SCHEDULE OF RATES**

Task 1: Transition of Service from Incumbent

No transition fees required.

Task 2: Planned Station Network Management and Maintenance

Portola Systems, Inc. shall provide all services identified in this task for a fixed monthly fee of \$7,194.00.

Additional Per Device Rate

SMART may reserve the right to increase the number of devices over and above the quantities specified in the Scope of Work. Portola Systems will charge a per-device fee for added devices in increments of quantity one (1) Portola-Core-Care unit(s) per each one (1) network device added.

Services	Per Month Fixed Fee
Per Managed Device Core Care Per Month	\$65/Device

General Pricing Notes

- Rates shall be fixed for the initial three-year term of the Agreement. Upon completion of the initial three-year term, and prior to the commencement of the optional term of this Agreement, Consultant may, upon 60 days written notice to the SMART Manager, request an increase in the rates equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year. The maximum increase shall be 5%. If Consultant does not submit a request at least 60 days before the start of the optional term, Consultant waives any CPI increase for the optional term.

Task 3: On-Call Support Services

Portola Systems, Inc. shall perform services under this task on a time and materials basis. Labor shall be invoiced based on the classification and hourly rates listed in the below table.

Classification	Hourly Rates
Partner / Executive Account Manager	\$250.00
Senior Engineer / Technical Account Manager	\$200.00
Mid-Tier Engineer	\$185.00
Staff Engineer / Help Desk Engineer	\$150.00
Administrative Support	\$85.00

General Pricing Notes

- Materials/Reimbursable Expenses shall be invoiced at cost with receipt documentation.
- Travel Costs, if any, must be pre-approved in writing and in accordance with SMART's current Travel Guidelines for Contractors.
- Rates shall be fixed for the initial three-year term of the Agreement. Upon completion of the initial three-year term, and prior to the commencement of the optional term of this Agreement, Consultant may, upon 60 days written notice to the SMART Manager, request an increase in the rates equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year. The maximum increase shall be 5%. If Consultant does not submit a request at least 60 days before the start of the optional term, Consultant waives any CPI increase for the optional term.

Task 4: Cisco SmartNet Coverage

Portola Systems, Inc. shall provide the Cisco SmartNet coverage at cost as a pass-through in this Agreement. Receipt documentation and SMART Manager approval must be submitted with the invoice for verification. Cisco SmartNet renewals will be reported to SMART 90-120 days prior to expiration.