

FIRST AMENDMENT  
TO AGREEMENT NO. C0892  
BETWEEN  
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY  
AND  
FAYE BUSINESS SYSTEMS GROUP, INC.

THIS FIRST AMENDMENT to Agreement No. C0892 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and FAYE BUSINESS SYSTEMS GROUP, INC. ("Consultant") as follows:

1. Section I SERVICES TO BE PERFORMED BY CONSULTANT, Subsection A, is hereby amended as follows:

“A. Consultant agrees to render to ACTA, as an independent contractor, certain professional, technical and expert services as set forth in Exhibit A. Beginning July 1, 2023, Consultant shall render to ACTA the services only as set forth in Exhibit A-1 (“Scope of Work”).”

2. Section III EFFECTIVE DATE AND TERM OF AGREEMENT, Subsection B, is hereby amended as follows:

“B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Six (6) years have lapsed from the effective date of this Agreement;  
or
2. The Board, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days’ notice in writing of its election to cancel and terminate this Agreement.”

3. Section V, COMPENSATION AND PAYMENT, Subsections A and B, are hereby amended as follows:

“A. As compensation for the satisfactory performance of the services required by this Agreement, ACTA shall pay and reimburse Consultant at the rates set forth in Exhibit B from the effective date of the Agreement until June 30, 2023. Beginning July 1, 2023, ACTA shall pay and reimburse Consultant at the rates set forth in Exhibit B-1.

B. The maximum amount payable under this Agreement, including reimbursable expenses (see Exhibit B and Exhibit B-1), shall be One Hundred Twenty-Five Thousand Dollars (\$125,000).

4. Exhibit A-1 “Scope of Work” is attached hereto and made a part of the Agreement.

5. Exhibit B-1 "Compensation" is attached hereto and made a part of the Agreement.

Except as amended herein, all remaining terms and conditions of Agreement No. C0892 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. C0892 on the date to the left of their signatures.

ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY

Date: \_\_\_\_\_

By: \_\_\_\_\_

Michael C. Leue, P.E.  
Chief Executive Officer

Attest: \_\_\_\_\_

Secretary

FAYE BUSINESS SYSTEMS GROUP,  
INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_, 2023  
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By \_\_\_\_\_  
Heather M. McCloskey, Deputy  
ACTA Co-General Counsel

# Exhibit A-1

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## SCOPE OF WORK

### Overview

The Alameda Corridor Transportation Authority (ACTA) requires assistance to provide as-needed web design, development, and support services.

Work will be authorized on a task order basis. Faye shall work directly with the Public Affairs Office. Each task order requires an estimate to be submitted and approved by the Public Affairs Office to proceed with work. Costs associated with hosting, plugins, themes, and/or other third-party programs approved by ACTA are not included and must be covered in full by ACTA. Faye shall direct all questions, concerns, and comments to the Public Affairs Office.

Services provided under this Agreement, based on the hourly rates listed in Exhibit B-1, shall be approved in advance by the Public Affairs Office through the issuance of a new task order.

### Web Design, Development, & Support Services

At Faye, we are passionate about forming successful long-term relationships with our clients. Our approach to support is a key strategic part of that success. We put the client's livelihood first, very proactively. The core of our support help desk is a Software as a Service (SaaS) helpdesk platform supported by Zendesk.

We provide an ACTA-dedicated web portal free of licensing charges for you. This allows for both web and email-based ticket submission, with extensive tracking, communication history, and Service Level Agreement (SLA) management and reporting.

The support team responding to ACTA requests will be familiar with your implementation and business processes – all members of the support staff are cross-trained and able to provide high-level support when urgently needed.

### Types of Support

Support requests fall into one of two categories: Planned or Unplanned:

#### **Planned**

Each month will include on-going tasks that are mutually planned and prioritized in advance. Examples of these are as follows:

- Cadence Meetings – regularly scheduled meetings used for additional training, support, collaboration, and planning/prioritization of support tasks.
- Custom Development – tasks that require a programming resource. These follow a traditional development lifecycle methodology of scoping, implementation, testing, and publishing.
- Administrative – with the use of the website integrated into day-to-day operations, users may identify areas where minor process enhancements are needed or even additional

training. These tasks typically don't require a programming resource and can usually be handled via a Project Management resource.

- Creative – graphical designs such as logos, hero images, and other assets that typically require UX/Graphic Design resource.

## **Unplanned**

Work focused on urgent bug fixes, system outages, or small feature requests outside of the Planned support tasks. Unplanned work or support-related requests will take priority over scheduled work and the time spent will be deducted from the standard monthly time allocations.

Regardless of the categories, total cost is determined by the time spent by specific resources.

## **Service Level Agreements**

The following are our standard Service Level Agreements (SLAs):

### **Urgent Issues**

- 4-8 business hour initial response time
- This category includes partial outages in the production environment and all other issues that have a major impact on ACTA operations or clients.

### **Standard Issues**

- 2-3 business day initial response time
- This category includes all issues related to ACTA website that don't fit into the Urgent Issues support categories.

Initial response times define how long it will take Faye to begin investigating an issue once reported to Faye via the support portal. If the issue is reported outside of normal business hours (M-F, 8am-6pm PST), Faye's investigation timeframe will begin at the start of the next business day.

Time to resolution will be based on the complexity of the issue. Faye will use their best efforts to resolve the issue within the above-referenced response times, subject to receiving any necessary information from ACTA and having access to the relevant infrastructure, as needed.

Faye will strive to minimize support issues by permanently addressing the cause of the issue at the time of support or, if not possible/practical, by implementing a workaround to resolve the issue as quickly as possible and then working to implement a permanent fix at a later time.

# Exhibit B-1

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## COMPENSATION

As compensation for the satisfactory performance of the services required by this Agreement, beginning July 1, 2023, ACTA agrees to pay and Faye agrees to accept in full satisfaction thereof, the following:

### Website Maintenance & Support Services

Compensation shall be payable upon successful completion of each task order based on the hourly rates listed:

Function	Description	Cost
Project Management	Project management, scoping, technical design, consulting, and day-to-day transactional support.	\$205/hr.
UX/Graphic Design	All graphic design for web, mobile, or digital marketing.	\$225/hr.
Web Development	General CMS maintenance programming, or senior-level programming.	\$225/hr.