

- First
- Second
- Third
- Fourth

## Amendment to Standard City of San José Agreement

Court Reporter's Name: Atkinson-Baker, a Veritext Company

**(Standard Agreement AC No. 663504)**

This Amendment is made and entered into this 17th day of March, 2023. The City and Court Reporter amend the above-referenced agreement as set forth herein.

1. Capitalized words in this Amendment have the same meaning as in the Agreement.
2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
4.  **Agreement Term:** Section 2 is amended to extend the expiration date from \_\_\_\_\_ to \_\_\_\_\_.
5.  **Maximum Total Compensation:** Subsection 10.1 is amended to  Increase  Decrease the Maximum Total Compensation from \$44,000 to \$49,000.
6.  **Agreement Section(s):** Section(s) \_\_\_\_\_ is/are amended to read as set forth in Attachment A of the Amendment.
7.  **Scope of Basic Services – Exhibit A:** The  original  First Revised  Second Revised Exhibit A is amended to read as set forth in the attached  First  Second  Third Revised Exhibit A, which is incorporated by reference into this Amendment.
8.  **Compensation – Exhibit B:** The  original  First Revised  Second Revised  Third Revised Exhibit B is amended to read as set forth in the attached  First  Second  Third  Fourth Revised Exhibit B, which is incorporated by reference into this Amendment.
9.  **Additional Services:** The Court Reporter is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.

**This Amendment is executed by the authorized representatives of the City and Court Reporter as follows:**

**City of San José**

**Court Reporter**

By

*Nora Frimann*  
Email: nora.frimann@sanjoseca.gov  
Date: 03/17/2023 GMT

Name: Nora Frimann  
Title: City Attorney

By

*KAREN RICHCREEK*  
Email: krichcreek@veritext.com  
Date: 03/17/2023 GMT

Name: Karen Richcreek  
Title: Director of Operations

**Approval as to Form (City Attorney):**

**Form Approved by the Office of the City Attorney**

(Maximum Total Compensation is \$100,000 or less, and standard provisions of the form are not altered.)

**Approved as to Form:**

By

Name:  
Title:

First  Second  Third  Fourth Revised Exhibit B: Compensation  
 This revised Exhibit B is an attachment to the  First  Second  Third  Fourth amendment to the Agreement.

**Section 1 – Compensation Table**

Part 1 – Compensation for Basic Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation
1	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$49,000
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/>	No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	<input type="checkbox"/>	Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is: N/A
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/>	Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants.	<input type="checkbox"/>	Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is: N/A
Part 4 – Additional Services			
<input checked="" type="checkbox"/>	No money is budgeted for Additional Services, and the City Attorney cannot authorize any Additional Services.	<input type="checkbox"/>	The City Attorney may authorize the Vendor to perform Additional Services up to the following maximum amount: N/A
<b>Maximum Total Compensation (sum of Parts 1 through 4):</b>			<b>\$49,000</b>

**Section 2 – Schedule of Rates and Charges**

**Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Court Reporter for any Basic Services on a “time & materials” basis.

The following is the Schedule of Rates and Charges applicable to this Agreement:

<b>TRANSCRIPTS – PER PAGE</b>			
<b>TYPE</b>	<b>ORIGINAL &amp; ONE COPY</b>	<b>ADDITIONAL COPIES</b>	<b>MINIMUM CHARGE (IF ANY)</b>
Regular	\$4.35	\$2.25	\$250.00
Expert/Technical/Video/Telephone/Interpreted/Confidential	\$4.60	\$2.40	\$250.00

<b>HOURLY AND/OR PER DIEM RATES</b>			
<b>TYPE</b>	<b>WITH TRANSCRIPT</b>	<b>WITHOUT TRANSCRIPT</b>	
Monday - Friday 9:00am – 5:00pm	\$28.00 per hour	\$28.00 per hour + 50% page rate	
Monday – Friday after 5:00pm	\$48.00 per hour	\$48.00 per hour + 50% page rate	
Weekends/Holidays – half day and full day per diems	\$220.00/\$350.00	\$220.00/\$350.00 + 50% page rate	

**EXPEDITE FEES**  
 125% for same day, 10% less per day moving down. Standard Delivery is 10-15 business days.

<b>MISCELLANEOUS CHARGES</b>	
Appearance – Reporter shows up but job doesn't go forward	\$200.00
Cancel/No Show – Late cancel or deponent doesn't show up	\$200.00
Certifications	\$25.00
Condensed Transcripts	\$10.00
E-Transcript	\$15.00
Exhibits (per letter or legal-size page): Black and White	\$0.45 per page
Color	\$0.75 per page
Handling	\$20.00

Minimum Transcript Charge	\$250.00
Notary Fees	\$10.00
Postage/Delivery	Included in Handling
Realtime/Uncertified Disks	\$1.50 per page
Rough ASCII's	\$1.50 per page
Signature Letter (Original +1)	No charge
Summation/AMICUS Disks	No charge
Tolls/Parking	At cost
Miscellaneous Transcription Services	\$5.50 per page

Compensation for services requested by the City, but not included in the rate schedule set forth in this Exhibit B, may be added to the Schedule of Rates and Charges pursuant to written authorization by the City Attorney or the City Attorney's designee.

In the event the City elects to exercise its option for annual renewals, either party may propose rate modifications, which the City may choose to accept, reject, or the City may counter-propose new rates. However, in no event shall the increase of any rate for any Option Term exceed 3% of the previous term's rate.

The City Attorney shall have the authority to modify the maximum amount of compensation under this Agreement by written notice exercising an Option Term or by amendment to this Agreement.