

First

Amendment to Standard City of San José Agreement

Second

Court Reporter's Name: Talty Court Reporters, Inc.

Third

(Standard Agreement AC No. 663506)

This Amendment is made and entered into on May 12, 2022. The City and Court Reporter amend the above-reference agreement as set forth herein.

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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 \$53,500 to \$58,500.
 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 Exhibit B is amended to read as set forth in the attached First Second Third 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.
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This Amendment is executed by the authorized representatives of the City and Court Reporter as follows:

City of San José

By *Nora Frimann* May 12, 2022
Nora Frimann (May 12, 2022 10:39 PDT)

Name: Nora Frimann **Date**
Title: City Attorney

Court Reporter

By *Josie P Amant* May 12, 2022
Josie P Amant (May 12, 2022 09:58 PDT)

Name: Josie Amant **Date**
Title: President

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

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

Approved as to Form:

By _____

Name: **Date**
Title:

[Sr.] Deputy City Attorney **Date**

First Second Third **Revised Exhibit B: Compensation**
 This revised Exhibit B is an attachment to the First Second Third 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	\$58,500
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
Maximum Total Compensation (sum of Parts 1 through 4):			\$58,500

Section 2 – Schedule of Rates and Charges

- Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Vendor for any Basic Services on a “time & materials” basis.
- The following is the Schedule of Rates and Charges applicable to this Agreement:

DEPOSITION TRANSCRIPTS – PER PAGE		
TYPE	ORIGINAL & ONE COPY	ADDITIONAL COPIES
Regular	\$4.50	\$2.50
Medical/Technical/Expert	\$4.65	\$2.60
Video/Confidential	\$4.85	\$2.75
Arbitrations	\$5.00	\$3.00

HOURLY AND/OR PER DIEM RATES	
TYPE	RATE
Monday - Friday 9:00am – 5:00pm	\$40.00 per hour
Monday – Friday before 9:00am or after 5:00pm	\$50.00 per hour
Weekends/Holidays	\$125.00 per hour
Arbitration/Mediation	\$125.00 per hour
Appearance/No Show	\$225.00
Same Day Cancellation	\$175.00

EXPEDITE FEES
Next day add 100%. Each subsequent business day 10% less. 8th business day standard delivery.

LEGAL VIDEOGRAPHY	RATE
Setup + First 2 Hours	\$275.00
Each Additional Hour	\$110.00
MPEG Files (CD/DVD/Digital Download)	\$85.00
Synchronized Transcript (per hour filmed)	\$45.00

VIDEO CONFERENCING	RATE
Setup + First 2 Hours	\$375.00
Each Additional Hour	\$145.00
Each Additional Attendee	\$75.00

ADDITIONAL SERVICES	
Rough Draft	\$1.50 per page
Realtime Feed	\$1.75 per page
*Laptop / iPad rental at no additional cost, upon request	
Exhibits OCR Scanned & Copied (B+W & Color)	\$0.45 per page
Bulk Exhibits	\$0.25 per page
Oversized Exhibits	At Cost
E-Doc Litigation Package	\$30.00
*PDF files with hyperlinked exhibits, ASCII, Amicus, E-transcript, LEF, MDB, SBF, XMEF & PTF/VID	
Certification O+1	\$25.00
Certification Copy	\$5.00
Postage/Delivery	At Cost
Transcription Service	\$7.00 per page
Minimum Transcript Charge O+1	\$250.00
Signature Letter O+1 / Copy	No Charge
Condensed Transcript	No Charge
Conference Room at Court Reporter's facility with use of Court Reporter's reporting service	No Charge
Beverage Service with Light Refreshments	No Charge
Parking at Court Reporter's facility	No Charge
Interpreter Scheduling	No Charge
Conference Call Scheduling	No Charge
Scheduling and coordinating with Court Reporter's Affiliates in other locations	No Charge
Cancellation by 4:00pm business day prior	No Charge



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL INS ASSOC INC/PHS 57141078 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
INSURED TALTY COURT REPORTERS, INC. DBA TALTY COURT REPORTERS 2131 THE ALAMEDA STE D SAN JOSE CA 95126-1193		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd. NAIC# 11000 INSURER B: Hartford Insurance Company of the Midwest NAIC# 37478 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		57 SBA IC1777	01/15/2022	01/15/2023	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57 SBA IC1777	01/15/2022	01/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	57 WEC AB0NM6	12/20/2021	12/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. City of San Jose are Additional Insured per the Business Liability Coverage Form SS0008.

CERTIFICATE HOLDER City of San Jose Risk Management Division 200 E SANTA CLARA ST SAN JOSE CA 95113-1903	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>
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MEMORANDUM OF INSURANCE

ISSUE DATE 08/19/2021

PRODUCER
 Mercer Consumer, a service of
 Mercer Health & Benefits Administration LLC
 PO Box: 310179
 Des Moines, IA 50331

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE MEMORANDUM HOLDER. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANY AFFORDING COVERAGE

COMPANY LETTER	A LIU International Underwriters
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INSURED

 Talty Court Reporters, Inc
 2131 The Alameda
 Suite D
 San Jose, CA 95126

REFLECTS COVERAGE IN EFFECT ON ABOVE "ISSUE DATE"

THIS IS TO CERTIFY THAT THE CERTIFICATE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH CERTIFICATE. THE LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS. THE MEMORANDUM OF INSURANCE AND VERIFICATION OF PAYMENT ARE YOUR EVIDENCE OF COVERAGE. NO COVERAGE IS AFFORDED UNLESS THE PREMIUM IS SUCCESSFULLY PAID IN FULL.

CO LTR	TYPE OF INSURANCE	CERTIFICATE NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY OCCR.				GENERAL AGGREGATE	\$
		PRODUCTS-COMP/OPS AGGREGATE	\$			
		PERSONAL & ADVERTISING INJURY	\$			
		EACH OCCURANCE	\$			
		FIRE DAMAGE (ANY ONE FIRE)	\$			
		MEDICAL EXPENSE (ANY ONE PERSON)	\$			
	AUTOMOBILE LIABILITY NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
		BODILY INJURY (Per Person)	\$			
		BODILY INJURY (Per Accident)	\$			
		PROPERTY DAMAGE	\$			
					ACTUAL LIMITS BELOW	
A	PROFESSIONAL LIABILITY National Court	CRE-123564001	10/07/2021	10/07/2022	\$1,000,000 / INCIDENT \$1,000,000 / AGGREGATE	

DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS: EVIDENCE OF INSURANCE

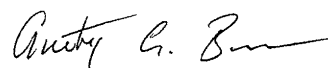
Retroactive Date: 10/07/2020

MEMORANDUM HOLDER

Talty Court Reporters, Inc
 2131 The Alameda
 Suite D
 San Jose, CA 95126

SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE MEMORANDUM HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS TO REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CUSTOMER NUMBER: 2927385

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Professional Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 663506-005

Contractor: Talty Court Reporters, Inc.

Address: 2131 The Alameda, Suite D San Jose, CA 95126-1142

Phone: (408) 244-1900

Email: josie@taltys.com

Contract Description: 3rd Amendment to Agreement for Court Reporter Services

Term Start Date: 07/01/18 Term End Date: 06/30/22 Extension: No

Method of Procurement: RFP RFB, RFP or RFQ No.: 17-18-CAO-03 Date Conducted: 03/29/18

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$53,500

Amount of Increase/Decrease: \$5,000

Option #: 3 of 4 Option Amount: \$13,500

Updated Contract Amount: \$58,500

Fund/Appropriation: 001-44000050-4052

Form 700 Required: No

Revenue Agreement: No

Business Tax Certificate No.: 5703201210

Expiration Date: 07/15/22

Department: Attorney (44)

Department Contact Name/Phone: Kara Lamm 408-535-1994

Notes:

Department Director Signature:  Nora Frimann (May 12, 2022 10:39 PDT)

May 12, 2022

Date

Office of the City Manager Signature: _____

Date