

- First
- Second
- Third
- Fourth
- Fifth

**Amendment to Standard City of San José Agreement**

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

**(Standard Agreement AC No. 663506)**

This Amendment is made and entered into this 27th day of December, 2022. The City and Court Reporter amend the above-reference 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 \$97,500 to \$127,500.
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  Third Revised  Fourth Revised Exhibit B is amended to read as set forth in the attached  First  Second  Third  Fourth  Fifth 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**

By

*Nora Frimann*

Email: nora.frimann@sanjoseca.gov  
Date: 12/27/2022 GMT

Name: Nora Frimann  
Title: City Attorney

**Court Reporter**

By

*Josie Amant*

Email: josie@talys.com  
Date: 12/21/2022 GMT

Name: Josie Amant  
Title: President

**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

*Johnny Phan*

Email: johnny.phan@sanjoseca.gov  
Date: 12/21/2022 GMT

Name: Johnny V. Phan  
Title: Chief Deputy City Attorney

First  Second  Third  Fourth  Fifth **Revised Exhibit B: Compensation**

This revised Exhibit B is an attachment to the  First  Second  Third  Fourth  Fifth 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  | \$127,500    |
| 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          |
| <b>Maximum Total Compensation</b> (sum of Parts 1 through 4):  |   |   | \$127,500    |

**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:

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

| <b>HOURLY AND/OR PER DIEM RATES</b>           |                   |
|---|-------------------|
| <b>TYPE</b>                                   | <b>RATE</b>       |
| 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          |

| <b>EXPEDITE FEES</b>  |
|---|
| Next day add 100%. Each subsequent business day 10% less. 8th business day standard delivery. |

| <b>LEGAL VIDEOGRAPHY</b>                  | <b>RATE</b> |
|---|-------------|
| 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     |

| <b>VIDEO CONFERENCING</b> | <b>RATE</b> |
|---------------------------|-------------|
| Setup + First 2 Hours     | \$375.00    |
| Each Additional Hour      | \$145.00    |
| Each Additional Attendee  | \$75.00     |

| <b>ADDITIONAL SERVICES</b>   |                 |
|--|-----------------|
| Rough Draft  | \$1.50 per page |
| Realtime Feed<br>*Laptop / iPad rental at no additional cost, upon request   | \$1.75 per page |
| 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<br>*PDF files with hyperlinked exhibits, ASCII, Amicus, E-transcript, LEF, MDB, SBF, XMEF & PTF/VID | \$30.00         |
| 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       |