

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 160	Program Name: Court Reporting and Legal Services
Org. Code:	Legal/Funding Authority: General Revenue
Speed Chart:	RFQ 701-15-028
Payee Name: Kennedy Reporting Services Inc.	Payee ID: 1741837735
ISAS Contract #: 3307	PO #: 35842

Amendment No. 1

**AMENDMENT TO
STANDARD CONTRACT
BETWEEN
TEXAS EDUCATION AGENCY
AND**

Kennedy Reporting Services Inc.
NAME OF CONTRACTOR

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered contract to amend said Contract effective **September 1, 2016** as follows:

ARTICLE II. PERIOD OF CONTRACT

TEA is exercising option to renew the contract as allowed in the Contract term from **9/1/2016 to 8/31/2017**.

ARTICLE III. PURPOSE OF CONTRACT

To provide court reporting and other services for legal matters conducted by the TEA Legal Services Division in contested cases proceeding before the State Office of Administrative Hearings and conducts depositions during discovery during the hearings. The court reporting services can be required to render services throughout the state. In addition, court reporting services may be required before the State Board of Education the State Board of Educator Certification, or the Commissioner of Education may require the creation of a record of proceedings.

ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability of TEA funds the contract amount shall not exceed \$30,000.00, unless agreed upon by both parties to amend the contract amount.

Contract Amount	\$ 15,000.00
Amendment Amount	\$ 30,000.00
Estimated Contract Total	\$ 45,000.00

Texas Government Code §2252.901 prohibits the agency into entering into an employment contract, a professional services contract, or a consulting services contract with a former or retired TEA employee before the first anniversary of their last date of regular employment. If TEA enters into a "professional services" contract with a corporation, firm, or other business entity that employs a former or retired employee during the first year of the past employee's departure from the agency, the former or retired employee is restricted from performing services on projects that the employee worked on while employed at TEA.

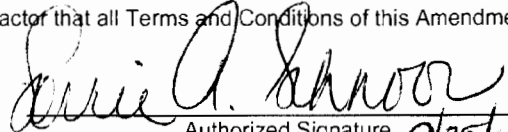
Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.


The Comptroller's website for travel rules and regulations – textravel:
<https://fmxcpa.state.tx.us/fmxcpa/travel/textravel/index.php>. Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

Additional Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the Terms and Conditions of the Contract dated 9/1/2015 are attached and incorporated herein.

It is agreed and accepted by a person authorized to bind Contractor that all Terms and Conditions of this Amendment are effective commencing on the above date.

Typed Name: Lorrie A. Schnoor
Typed Title: owner


Authorized Signature 8/25/16

This section reserved for Agency use. I, an authorized official of Agency, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above. AGREED and accepted on behalf of Agency this <u>12th</u> day of <u>October 2016</u> (month/year) by a person authorized to bind Agency.	
Return signed copy to: TEAContracts@tea.texas.gov	 Shirley Beaulieu Associate Commissioner Finance/CFO

**ATTACHMENT 1
Fee Schedule**

SERVICES	FEE SCHEDULE	NOT APPLICABLE
Deposition of Written Question		N/A
Transcription (original per page)		
• Two weeks (10 business days) "Regular"	\$5.50	
• One week (5 business days) "Intermediate"	\$7.50	
• Three days "expedited"	\$9.50	
• Daily - next business day	\$12.00	
Audio Transcription		
• Audio Transcription –Two-week delivery	\$6.75	
• Audio Transcription - One Week Delivery	\$8.75	
• Audio Transcription - Three-Day Delivery	\$10.75	
Postage		
• Overnight delivery	\$15.00	
• Expedited delivery	\$15.00	
Service Deliveries		
• Price per day for proceeding (8:00 a.m. - 5:00 p.m.)	\$320.00	
• Half-day sessions (8:00 a.m. - 12:00p.m.) or (1:00 p.m. - 5:00 p.m.)	\$160.00	
• Proceedings extending beyond 5:00 p.m.	\$40.00/hour	
• Proceedings extending beyond (9:00 p.m. or held on Saturday, Sunday, or State Holiday's during which the Agency is officially closed)	\$40.00/hour	
Miscellaneous Fees		
• Transcript with word indexes	No charge	
• Electronic transcript in either word or PDF format	No charge	
• Condensed transcript	\$25.00	
• Exhibit scanning	\$0.35 per page	
• Exhibit copies (including color / black & white)	\$0.50 per page	
• Tabs	No charge	
• Streaming realtime & video	\$1.50 (plus page rate)	
• Internet realtime	\$1.50 (plus page rate)	
• Certified legal videographer	\$150 per hour (2-hr minimum)	
• Interpreter		N/A
• Process server (deposition subpoenas, witness/trial, subpoenas, discovery subpoena services)		N/A
• Copies of large maps / large documents	At cost	
• Additional copies of original transcript with Exhibits (only at TEA Request)	\$1.83 per page	
• Cancellation Fee (if notice is less than 24 hrs. - indicate how much time is required for cancellations)	\$100.00 (if less than two hours prior to hearing)	
• Administrative Fee-(List what all is included in the administrative fee)	\$30.00 – Includes office overhead (i.e., scheduling of jobs, software fees, printers, rent, electricity, etc.), transcript covers, tabs, paper, envelopes for sealing transcripts	
• Notary Fee		N/A

Contract Terms and Conditions

Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the Terms and Conditions of the Contract dated 9/1/2015.

H. Records Retention and the Right to Audit: Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to Government Code, the state auditor may conduct an audit or investigation of the contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this contract that are requested.

AA. Public Information: The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.