

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SAFE MOVES, INC.**

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Safe Moves, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "**Agreement for Services between the City of Santa Clara, California, and Safe Moves, Inc.", dated November 11, 2022 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated October 17, 2023, Amendment No. 2, dated October 2, 2024, Amendment No. 3, dated June 25, 2025, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide professional services to organize, facilitate, and promote events and activities relating to the City's Safe Routes to School program and facilities in the program, and the Parties now wish to amend the Agreement as Amended to increase compensation by \$105,000 for a revised not-to-exceed maximum compensation of \$819,250, and to revise the end date of Option 1 to July 31, 2027, subject to budget appropriations.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows:
 - A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of the Agreement shall begin on November 16, 2022 and terminate on November 30, 2025.

- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional 20 month term through July 31, 2027 ("Option Period"), subject to the appropriation of funds. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.
2. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:
- "In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Third Revised Exhibit B1, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Eight Hundred Nineteen Thousand Two Hundred Fifty Dollars (\$819,250)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance."
3. Second Revised Exhibit B1 of the Agreement, entitled "SCHEDULE OF FEES" is hereby amended to read as shown in Third Revised Exhibit B1, attached herein.
4. Third Revised Exhibit B2 of the Agreement, entitled "FEES BY TASK AND YEAR" is hereby amended to read as shown in Fourth Revised Exhibit B2, attached herein.
5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

SIGNATURES ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SAFE MOVES, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Pat Hines

Title: Founder/Executive Director

Principal Place of Business Address: 15500 Erwin Street, #2457
Van Nuys, CA 91411

Email Address: phinesafety@aol.com

Telephone: (408) 374-8991

Fax: N/A

"CONTRACTOR"

**THIRD REVISED EXHIBIT B1
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Eight Hundred Nineteen Thousand Two Hundred Fifty Dollars (\$819,250)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.
- 1.3. The compensation amount is specified below:

Table B1: Total Compensation

Description	Total
Total for All Tasks for Three Program Years & Option 1	\$568,384.75
Contingency (Shall be used only for additional scope.)	\$31,615.25
ORIGINAL TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$600,000.00
Amendment No. 1	\$45,200.00
REVISED TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$645,200.00
Amendment No. 2	\$69,050.00
SECOND REVISED TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$714,250.00
Amendment No. 4	\$105,000.00
THIRD REVISED TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$819,250.00

2. FEES

2.1. The hourly rates for Consultant's Personnel are listed below in Table B2:

Table B2: Hourly Rates

Title	Personnel	Hourly Rate
Program Manager (Safe Moves)	Pat Hines	\$127.02
Program Coordinator (Safe Moves)	Pamela Nye Pedersen	\$46.22
Instructor (Safe Moves)	Quinn Danz	\$36.98
Instructor (Safe Moves)	Will Mellon	\$36.98
Instructor (Safe Moves)	Marni Spencer-Delvin	\$36.98
Graphic and Social Media Coordinator (Safe Moves)	Eve Mazzara	\$46.22
Program Manager (KOA)	Carlos Velasquez	\$164.99
Associate Planner (KOA)	Alberto Salgado	\$54.19
Associate Planner (KOA)	Sarai Osorio	\$51.76

2.2. The City will pay the Consultant for each task based on the task breakdown specified in Fourth Revised Exhibit B2.

3. PRICING

- 3.1. All hourly rates are fixed for the Initial Three-Year Term of the Agreement.
- 3.2. Consultant may request price adjustments after the initial three year term. Any price increases must be supported by a relevant industry specific index. Requests for increase must be fully documented by Consultant. Price adjustments are subject to City's approval.

4. INVOICING REQUIREMENTS

- 4.1. Consultant shall invoice the City on a monthly basis for services performed by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 4.3 below.

- 4.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.
- 4.3. Invoices shall include, at a minimum, the following:
 - 1.3.1. Identify the task services were provided for;
 - 1.3.2. Description of work performed;
 - 1.3.3. Deliverables completed;
 - 1.3.4. Amount for services provided by task;
 - 1.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

**FOURTH REVISED EXHIBIT B2
FEES BY TASK AND YEAR**

1. AMENDMENT NO. 4

1.1. The following additional tasks are being funded by the 2025 California Office of Traffic Safety Grant and will be completed in Year 4. These tasks must be completed by September 30, 2026, and at the following cost:

Activity	Unit Cost/Rate	Units	Total Cost
Traffic Safety Student Assemblies	\$200.00	125	\$25,000.00
Bike Rodeos	\$1,500.00	50	\$75,000.00
Bicycle Helmets	\$10.00	500	\$5,000.00
TOTAL			\$ 105,000.00

2. AMENDMENT NO. 3

2.1. The table below replaces the table in Section 3 of this Exhibit for tasks that will be funded by the 2024 California Office of Traffic Safety Grant and will be completed in Year 3.

Activity	Unit Cost/Rate	Units	Total Cost
Traffic Safety Student Assemblies	\$200.00	95	\$19,000.00
Bike Rodeos	\$1,500.00	30	\$45,000.00
Bicycle Rodeo Activity Supplies	\$50.00	1	\$50.00
Pedestrian/Bicycle Safety Items	\$2,000.00	1	\$ 2,000.00
Bicycle Helmets	\$10.00	300	\$3,000.00
TOTAL			\$ 69,050.00

3. AMENDMENT NO. 2

3.1. The following tasks are being funded by the 2024 California Office of Traffic Safety Grant and will be completed in Year 3. These tasks must be completed prior to September 30, 2025 and at the following cost.

Activity	Unit Cost/Rate	Units	Total Cost
Traffic Safety Student Assemblies	\$200.00	75	\$15,000.00
Bike Rodeos	\$1,500.00	25	\$37,500.00
Bicycle Rodeo Activity Supplies	\$11,550.00	1	\$11,550.00
Pedestrian/Bicycle Safety Items	\$2,000.00	1	\$ 2,000.00
Bicycle Helmets	\$10.00	300	\$3,000.00
TOTAL			\$ 69,050.00

4. AMENDMENT NO. 1

2.1. The following number of tasks are being funded by the 2023 California Office of Traffic Safety Grant and will be completed in Year 2. These tasks must be completed by September 30, 2024 and at the following cost:

Activity	Unit Cost/Rate	Units	Total Cost
Bike Rodeo	\$1,000.00	30	\$ 30,000.00
Student Assemblies	\$150.00	68	\$ 10,200.00
Bicycle Helmets	\$10.00	300	\$3,000.00
Bicycle Safety Equipment	\$2,000.00	1	\$2,000.00
TOTAL			\$ 45,200.00

5. The City will pay Consultant the following for each task for the Initial Term and Option 1 (these amounts are funded by City funds not OTS funds):

Task Description	Initial Term Years 1- 3 & Option 1 (11/16/22 - 07/31/27)
Task 1: Project Initiation - Project Kick-Off Meeting - Biweekly Meetings - Progress Reports and Invoicing	\$64,790.40
Task 2: Outreach - Website, Voicemail, and Email - Event Advertisement	\$85,014.20
Task 3: Education - Safe Routes to School Maps - Bicycle and Pedestrian Student Skills Training Rodeos - Parent/Teacher/Coordinator Training Workshops	\$185,935.55
Task 4: Encouragement - Kick-off Event - Pop-up Events - Encouragement Events	\$135,552.10
Task 5: Program Evaluation - Surveys - Annual Report	\$62,102.50

Task Description	Initial Term Years 1- 3 & Option 1 (11/16/22 - 07/31/27)
Printing - Rodeo Flyer & Permission Form for Rodeos - SRTS Toolkit Guide - Posters - Safety Tips for Students & Parents - Encouragement Event Flyers	\$25,000.00
Equipment - Year One Only - Helmets - Pedometers - Front/Rear Bike Lights	\$9,990.00
TOTAL FOR ALL TASKS (CITY FUNDS)	\$568,384.75