

**AMENDMENT NO. 4
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND FIRESTIK STUDIO
TO DESIGN AND IMPLEMENT A DWI AWARENESS CAMPAIGN**

THIS AMENDMENT is made and entered into as of this 31st day of November, 2017, by and between **Santa Fe County**, hereinafter referred to as the "County," and **Firestik Studio** hereinafter referred to as the "Contractor."

WHEREAS, the County and Contractor entered into Agreement No. 2014-0237-HHS/PL (the Agreement) on March 31, 2014, to provide for Contractor's design and implementation of the County's DWI Public Awareness Campaign; and

WHEREAS, Article 15 of the Agreement allows the Agreement to be amended by an instrument in writing signed by the parties; and

WHEREAS, Amendment Nos. 1, 2 and 3 extended the term of this Agreement to July 31, 2017, and increased the compensation payable to the Contractor for a total sum not to exceed \$540,000.00; and

WHEREAS, the State of New Mexico has decreased its funding for certain programs funded by the State which results in a decrease in the funding for this Agreement; and

WHEREAS, due to funding cuts by the State of New Mexico, the compensation payable to the Contractor will be reduced by \$37,000.00; and

WHEREAS, the County wishes to amend the Agreement to decreasing the compensation payable to the Contractor by \$37,000 and amend the Contractor's scope of services accordingly.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 1 (Scope of Work) of the Agreement is deleted in its entirety and replaced with the following:

1. SCOPE OF WORK

The Contractor shall:

- A. Develop two campaigns, innovative messaging and techniques to educate the general public about the dangers of DWI, underage drinking and binge drinking. The campaign concepts will be in English and Spanish. Each campaign will include:

I. Design/Account Management

- a) Creative development and brainstorming of the campaign concept.
- b) General account management, including:
 - i. prepare billing statements,
 - ii. coordinate the release of new campaign thru advertising, printing of coasters, napkins, t-shirts and delivery of items,
 - iii. design, print and install bus wraps for City busses.

- iv. research for best practices for effective advertising in order to reach the identified target audience of DWI messaging,
- v. schedule television and radio advertisements, and
- vi. collect and report data regarding the target audience the advertising reached.
- c) Creation and development of campaign materials, headlines and taglines, copywriting and translating of print ads and collateral.
- d) Design production of agreed upon deliverables. Photography for advertising and campaigns.

II. Advertising, including bus wraps, radio spots, statement stuffers, online advertising, newspaper inserts and bus shelters.

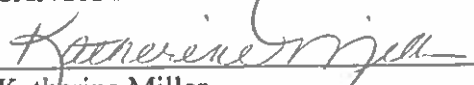
III. Printing/Collateral, including posters, coasters, unisex style T-shirts and hats, King Kong bus wraps for the bus driver's side, and bus shelter advertisements

The County DWI Program will work with the Contractor to ensure that the campaign material, printed and produced material, is completed to the satisfaction of the County. The parties will agree upon a timetable and establish deadlines to ensure timely delivery of material and products.

2. Article 3.A.2) (Compensation and Invoicing) is amended by inserting a subparagraph "d" to read:
- d. By Amendment No. 4, the compensation payable to the Contractor is decreased by \$37,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$503,000.00, inclusive of NM gross receipts tax.
3. All provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3 and this Amendment No. 4, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of signature by the parties.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

Date 1-31-17

Approved as to form:


Gregory S. Shaffer
County Attorney

Date 1-25-17

Finance Department:



Don D. Moya
Finance Director

Date 1-21-17

CONTRACTOR



Signature

Date 1-31-17

ERIC GRIEGO, OWNER
Printed name and title