

RENEWAL OF PROFESSIONAL SERVICE AGREEMENT  
BETWEEN THE COUNTY OF ALBANY  
AND DVG MEDIA, INC. D/B/A BRAWN MEDIA  
FOR AN INTEGRATED COMMUNICATIONS PLAN  
AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER

PURSUANT TO RES. NO. 510 FOR 2023, ADOPTED NOV. 13, 2023  
(CONTRACT NO. 2024-1621  
ORIG. AGREEMENT: RES. NO. 414 FOR 2021, ADOPTED NOV. 8, 2021)

This Agreement is made by and between the County of Albany, a municipal corporation acting by and through its County Executive, with its principal place of business at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and DVG Media, Inc., d/b/a Brawn Media, a New York corporation with a principal place of business located at 441 New Karner Road, Albany, New York 12205 (hereinafter, the "Consultant," and together with the County, may be referred to individually as a "[P]arty," and together as the "[P]arties").

W I T N E S S E T H:

WHEREAS, the County has an agreement with the Consultant to provide an integrated communications plan, including media and marketing, for the Shaker Place Rehabilitation and Nursing Center (hereinafter called "Shaker Place"), said agreement having been based on an Albany County Purchasing Division request for proposals designated RFP #2021-108 and a proposal received from the Consultant on August 6, 2021, and having been authorized by the Albany County Legislature pursuant to Res. No. 414 for 2021, adopted November 8, 2021 (hereinafter, the "Agreement"); and

WHEREAS, the aforesaid request for proposals provided for an initial term of two years, and two (2) one-year renewals, and the parties wish to renew the Agreement for one (1) year; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into a renewal of the Agreement with the Consultant pursuant to Resolution No. 510 for 2023, adopted November 13, 2023; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 This Agreement shall commence on January 1, 2022 and continue in effect until December 31, 2023.

5.2 At the end of the initial term described in Paragraph 5.1, this Agreement shall be renewed for one-year, commencing January 1, 2024 and continuing in effect through December 31, 2024.

2. That ARTICLE 3. COMPENSATION shall be amended to read, as follows:

3.1 In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed TWO HUNDRED THOUSAND, THREE HUNDRED AND THIRTY AND 00/100 DOLLARS (\$200,330.00) for all services performed under this Agreement during the initial term described in Paragraph 5.1.

3.2 In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed ONE HUNDRED THOUSAND, ONE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$100,165.00) DOLLARS for all services performed under this Agreement during the one-year renewal term described in Paragraph 5.2.

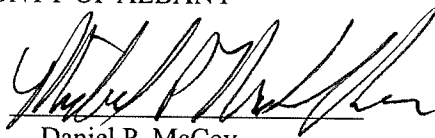
3. That all other articles, paragraphs, terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 3/14/24

BY:



Daniel P. McCoy  
County Executive

or

Michael P. McLaughlin  
Deputy County Executive

DVG MEDIA INC. D/B/A BRAWN MEDIA

DATED: 3/7/24

BY:



Name: Donna Brownson  
President

Title:

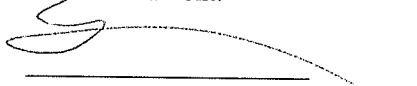
STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

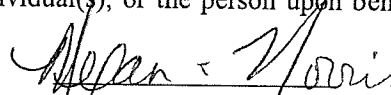
STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS.:

On the 14 day of March, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC  
EUGENIA K. CONDON  
Notary Public, State of New York  
Registration No: 02CO4969817  
Qualified in Albany County  
Commission Expires July 23, 2026

STATE OF New York )  
COUNTY OF Albany ) SS.:

On the 7 day of March, 2024, before me, the undersigned, personally appeared Donna Brownson personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

Megan E Norris  
Notary Public, State Of New York  
Reg. No. 01N06416005  
Qualified In Schenectady County  
My Commission Expires April 5, 2025