

RESOLUTION NO. 318

**AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING
MEDIA AND CONSULTING SERVICES FOR THE SHAKER PLACE
REHABILITATION AND NURSING CENTER**

Introduced: 9/14/20

By Audit and Finance and Elder Care Committees:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Brawn Media in an amount not to exceed \$100,000 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Executive Director has indicated that such an agreement is necessary to provide media and branding consultation and services for the Shaker Place Rehabilitation and Nursing Center, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Brawn Media, Albany, NY 12205 for the provision of media and branding consultation and services for the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$100,000 for the term commencing January 1, 2021 and ending December 31, 2021, and be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Referred to Audit and Finance and Elder Care Committees – 9/14/20

Favorable Recommendation Elder Care Committee – 9/30/20

Favorable Recommendation Audit and Finance Committee – 10/1/20

Adopted by unanimous vote – 10/13/20



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1789, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Brawn Media to Provide Media and Branding Consultation and Services

Date:	July 23, 2020
Submitted By:	Larry I. Slatky
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Executive Director
Phone:	518-213-8940
Department Rep.	
Attending Meeting:	Larry I. Slatky

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) [Click or tap here to enter text.](#)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

File #: TMP-1789, Version: 1

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Brawn Media

Additional Parties (Names/addresses):
441 New Karner Road, Albany, New York 12205

Amount/Raise Schedule/Fee: \$100,000.00

Scope of Services: Brawn Media is our current media company (see contract attached for scope of services). Brawn Media will continue to provide media services that includes the management of our website, staff recruitment, branding and community notifications.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 44047

Appropriation Amount: \$100,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 55

Date of Adoption: 2/10/2020

Justification: (state briefly why legislative action is requested)

Brawn Media was retained to rebrand our nursing home. This project continues to be a work in progress, as our nursing home is still undergoing renovations and new construction. Brawn Media is also responsible for our website and media campaigns for the recruitment of staff and communication to the public and the programs offered to prospective clients who we will care for in our long term care facility.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND DVG MEDIA, INC. D/B/A BRAUN MEDIA
FOR AN INTEGRATED COMMUNICATIONS PLAN
FOR THE ALBANY COUNTY NURSING HOME

CONTRACT NO. 4317 FOR 2018

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 located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and DVG Media, Inc., a New York corporation, with its principal place of business located at 441 New Karner Road, Albany, New York 12205 (hereinafter called the "Consultant," and, together with the County, may be referred to herein as the "[P]arties").

WHEREAS, the Albany County Purchasing Division (hereinafter called the "Purchasing Division") has issued a request for proposals for an integrated communications plan for the Albany County Nursing Home (hereinafter called the "ACNH"), said request having been designated RFP #2017-127, issued on November 27, 2017 and published on November 30, 2017 and December 7, 2017 (hereinafter called the "RFP"); and

WHEREAS, the Purchasing Division has issued two (2) addenda to the RFP, the first on December 7, 2017 (hereinafter called the "Addendum #1") and the second on December 21, 2017 (hereinafter called the "Addendum #2," and, together with Addendum #1, may be referred to as the "Addenda"); and

WHEREAS, the Consultant has submitted a proposal dated December 29, 2017 to provide the aforesaid integrated communications plan (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the proposal of the Consultant to provide the aforesaid integrated communications plan; and

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

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

ARTICLE I. THE CONTRACT DOCUMENTS: INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called "the Agreement").

- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum #2; 3) the Addendum #1; 4) the RFP; 5) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The Consultant shall provide the ACNH with an integrated communications plan, which includes, but is not limited to, a comprehensive program of branding/rebranding of the ACNH's logo, website and social and clinical experiences, and promoting its recognition as an organization set apart from the other facilities in the area. The services the Consultant shall provide include those described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP3 and RFP4, consistent with the Addenda, more specifically, the following:

- a. Promote the recognition of the ACNH that sets it apart from competition;
- b. Demonstrate its leadership in the industry;
- c. Create trust with its residents, family members and community;
- d. Strengthen the value of the ACNH organization;
- e. Establish an expectation of quality.

The new brand shall create a unique personality and have a positive impact on whether people want to engage ACNH services, and shall focus on brand trust that is earned through consistently delivering on the brand promise and a brand promise that reflects the value or experience the ACNH's residents and families can expect to receive every single time they interact with its facility, staff and service providers.

The Consultant shall provide a rebranding/marketing strategy that includes, but is not limited to, overall structure and architecture of a new media, social media and website creation. Determining the best utilized "touchpoint" is central to a successful rebranding and shall require:

- a. Brand Rollout/Activation of Program;
- b. Customer/staff research to develop an understanding of what people think about the ACNH's current brand;
- c. Photography/ Video;
- d. Brand Strategy;
- e. Website;
- f. Brand Identity;
- g. Brand Audit-both internal and competitive audit-how we fit into the competitive landscape;
- h. Naming and Tagline; and
- i. Brochures, Stationary and Promotional Materials.

The parties anticipate that the scope of this engagement shall require periodic updates, either in person or by other means of communications.

- 2.2 In addition to the services described in Paragraph 2.1, the Consultant shall provide

the services described in the Proposal, consistent with the RFP and the Addenda.

2.3 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed NINETY EIGHT THOUSAND FIFTY FIVE AND 00/100 DOLLARS (\$98,055.00) as full compensation for all services rendered under this Agreement. Said not to exceed amount is based on the following amounts attributable to the four (4) phases of services that the Consultant will provide during the term of the Agreement:

Phase 1: Research
Total Fee not to exceed: \$ 8,000.00

Phase 2: Branding Strategy
Total Fee not to exceed: \$ 5,000.00

Phase 3: Website Design and Development
Total Fee not to exceed \$15,055.00

Phase 4: Marketing and Execution
Total Fee not to exceed: \$70,000.00

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed invoice, plus all supporting documentation, to the Executive Director of the ACNH.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2018 and will continue in effect through December 31, 2020.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules

and regulations or orders of a public entity having jurisdiction over the work, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or

privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

- 15.1 The Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement.
- 15.2 The Consultant shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 15.3 The Consultant shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect

the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Consultant agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Consultant or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK/SERVICES

If the Consultant is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work does constitute extra work/services, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 25. MISCELLANEOUS PROVISIONS

25.1 In addition to the policies and procedures described above, the Consultant also acknowledges that it shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), the Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures described in the RFP.

25.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

25.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

25.3 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

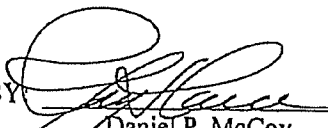
25.4 The County shall bear no responsibility other than that set forth in this Agreement.

25.5 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

COUNTY OF ALBANY

DATED: 12/6/18

BY: 
Daniel P. McCoy
County Executive

or

Philip F. Calderone, Esq.
Deputy County Executive

DVG MEDIA, INC.
D/B/A BROWN MEDIA

DATED: 11/30/18

BY: 
Name Donna Brownson

President
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2018, 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 20th day of December, 2018, before me, the undersigned, personally appeared Philip F. Calderone, Esq. 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
No. 4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 30th day of NOVEMBER, 2018, before me, the undersigned, personally appeared DONALD BROWN, 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

Michelle L. Goca
Notary Public, State of New York
Reg. No. 01GO6368893
Qualified in Rensselaer County
My Commission Expires November 6, 2021

**SCHEDULE A
INSURANCE COVERAGE**

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000
4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

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4/10

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND DVG MEDIA INC. D/B/A BRAWN MEDIA
FOR AN INTEGRATED COMMUNICATIONS PLAN
FOR THE

SHAKER PLACE REHABILITATION AND NURSING CENTER

PURSUANT TO RESOLUTION NO. 55 OF 2020, adopted February 2, 2020

ORIGINAL AGREEMENT PURSUANT TO
CONTRACT NO. 4317 OF 2018

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 located at the Albany County Office Building 112 State Street, Albany, New York 12207 (hereafter referred to as "County"), and DVG Media, Inc., a New York corporation, with its principal office located at 441 New Karner Road, Albany, New York 12205 (hereafter referred to as the "Consultant"). County and Consultant may hereafter be referred to individually as a "[P]arty" and collectively as the "[P]arties."

WITNESSETH:

WHEREAS, the County has an Agreement with the Consultant to provide an integrated communications plan for the Shaker Place Rehabilitation and Nursing Center, via Contract No. 4317 of 2018, which was executed on December 6, 2018; and

WHEREAS, the County requires additional services to completed by the Consultant in order to realize the goal of an integrated communications plan for the Nursing Home; and

WHEREAS, the Parties have agreed upon the additional compensation required to complete the in integrated communications plan; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this First Amendment to the Agreement, increasing the total amount not to exceed of the Agreement from \$98,055 to \$200,000.00 via Resolution No. 55 of 2020, adopted February 10, 2020; and

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

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

A. That the Agreement at ARTICLE 3. COMPENSATION shall be amended to read as following:

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed TWO HUNDRED THOUSAND AND 00/100 (\$200,000) DOLLARS as full compensation for all services rendered under this Agreement.

DVB

3.2 The Parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit, and any other ancillary fees and cost including, but not limited to: permits, licenses, and insurance.

B. 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 executed set forth below.

COUNTY OF ALBANY

DATED: 4/21/2020

By: _____

Daniel P. McCoy
County Executive or
Daniel C. Lynch, Esq.
Deputy County Executive

DVG MEDIA INC. D/B/A
BRAWN MEDIA

DATED: 4/14/20

By: _____

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

On the _____ day of _____, 2020, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

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

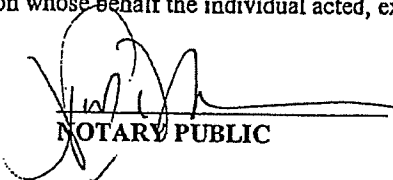
On the 26th day of April, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.


NOTARY PUBLIC EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 14th day of April, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Dana Branson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NICOLE A. MORANO
Notary Public - State of New York
No. 01MO5060617
Qualified in Rensselaer County
My Commission Expires 5/20/2022


NOTARY PUBLIC

RESOLUTION NO. 55

AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING
BRANDING AND PROMOTIONAL SERVICES FOR THE SHAKER PLACE
REHABILITATION AND NURSING CENTER

Introduced: 2/10/20

By Audit and Finance Committee:

WHEREAS, The Albany County Contract Administration Board has previously authorized contract number 4317 for 2018 with DVG Media, Inc., d/b/a/ Brawn Media ("Brawn Media") in the amount of \$98,055 for a term commencing October 1, 2018 and ending December 31, 2020 regarding an integrated communications plan for marketing and branding services at the Shaker Place Rehabilitation and Nursing Center, formerly known as the Albany County Nursing Home, and

WHEREAS, The Executive Director of Shaker Place Rehabilitation and Nursing Center has requested authorization to amend the aforementioned agreement with Brawn Media in the amount of \$101,945 to reflect a total amount not to exceed \$200,000 rather than \$98,055, and

WHEREAS, The Executive Director has indicated that the amendment to the contract is necessary in order to complete the comprehensive program of branding related to the logo, website, social media footprint, and connected media outreach for Shaker Place Rehabilitation and Nursing Center, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to amend the aforementioned agreement with DVG Media, Inc., d/b/a/ Brawn Media ("Brawn Media") in the amount of \$101,945 to reflect a total amount not to exceed \$200,000 rather than \$98,055, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of the resolution the appropriate County Officials.

Adopted by unanimous vote - 2/10/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 10th day of February, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12th day of February, 2020.

Nicole Chambers
Clerk, Albany County Legislature