

SECOND 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 RES. NO. 318 FOR 2021, ADOPTED SEPTEMBER 14, 2020

(FIRST AMENDMENT: RES. NO. 55 OF 2020, ADOPTED FEBRUARY 2, 2020  
ORIGINAL AGREEMENT: CONTRACT NO. 4317 FOR 2018)

THIS SECOND AMENDMENT TO 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, the "County"), and DVG Media, Inc., a New York corporation, d/b/a "Brawn Media," with its principal office located at 441 New Karner Road, Albany, New York 12205 (hereafter, the "Consultant," and with the County, may be referred to herein as a "[P]arty" and together 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 (hereinafter, "Shaker Place"), said agreement having been designated Contract No. 4317 for 2018 (hereinafter, the "Agreement"); and

WHEREAS, Shaker Place required additional services by the Consultant in order to achieve the goal of an integrated communications plan and the parties entered into an Amendment to Agreement for said additional services, said amendment having been approved by the Albany County Legislature via Resolution No. 55 for 2020, adopted February 2, 2020 (hereinafter, the "Amendment #1"); and

WHEREAS, Shaker Place requires further additional services by the Consultant in order to achieve the goal of an integrated communications plan and the Consultant has agreed to provide said services for additional compensation; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into a Second Amendment to Agreement for the aforesaid additional services via Resolution No. 318 for 2020, adopted September 14, 2020; and

WHEREAS, this Second 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:

1. That the Agreement at Paragraph 2.2 of ARTICLE 2. SCOPE OF SERVICES shall be amended to read, as follows:

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, and also the services required by the Amendments to the Agreement, as follows:

2.2.1 First Amendment: completion of the comprehensive program of branding related to the logo, website, social media footprint and connected media outreach; and

2.2.2 Second Amendment: continued media and branding consultation and services, as requested by the Executive Director.

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

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 THREE HUNDRED THOUSAND AND 00/100 (\$300,000) DOLLARS as full compensation for all services rendered under this Agreement and the Amendments;

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.

3. That the Agreement at ARTICLE 4. TERM OF AGREEMENT shall be amended to read, as follows:

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

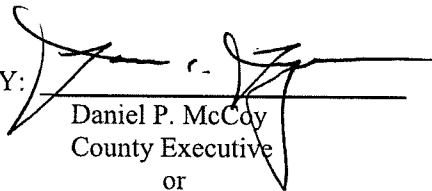
4.2 The renewal term of this Agreement shall commence on January 1, 2021 and continue in effect through December 31, 2021.

4. 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 Second Amendment to Agreement to be signed on the day and year first indicated below.

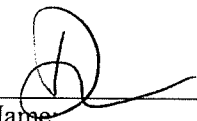
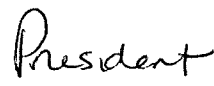
COUNTY OF ALBANY

DATED: 3/3/2021

BY:   
Daniel P. McCoy  
County Executive  
or  
Daniel C. Lynch  
Deputy County Executive

BRAWN MEDIA

DATED: 2/25/21

BY:   
Name: \_\_\_\_\_  
  
  
Title: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 3<sup>rd</sup> day of March, 2021 before me, the undersigned, 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 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. 02CO4969817  
Qualified in Albany County  
Commission Expires July 23, 2022

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

On the 25<sup>th</sup> day of February, 2021, 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.

Michelle L. Goca  
Notary Public, State of New York  
Reg. No. 01GO6366893  
Qualified in Rensselaer County  
My Commission Expires November 6, 2021

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