

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BROWNE INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Browne Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, the parties entered into an Agreement on July 31, 2023, with Browne Inc., for implementation of the San Mateo County Health Website Project for the term of July 1, 2023, through June 30, 2026, in an amount not to exceed \$197,700; and

WHEREAS, on September 10, 2024, the Board approved an amendment with Browne Inc., for the San Mateo County Health Website Development Project, for the term of July 1, 2023, through June 30, 2026, increasing the amount by \$24,500 to an amount not to exceed \$222,200; and

WHEREAS, the parties now wish to amend the Agreement to describe content development and web maintenance/hosting within the scope of work, extending the term through June 30, 2028 and increasing the amount by \$252,000 to an amount not to exceed \$474,200.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES
HERETO AS FOLLOWS:**

Section 1 of the agreement is amended to read as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Implementation of San Mateo Website

Exhibit B – Payment and Rate for the implementation of San Mateo Website

Exhibit C – Content Management

Exhibit D – Payment and Rates for Content Management

Exhibit E – Content Development and Web Maintenance/Hosting
Exhibit F – Payment and Rate for Content Development and Web
Maintenance/Hosting
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

Section 2 of the agreement is amended to read as follows:

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, D & F Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C & E

Section 3 of the agreement is amended to read as follows:

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C, & E, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B, D & F. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED DOLLARS, (\$474,200)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2023, through June 30, 2028.

Exhibit E is added to the agreement to read as follows:

Exhibit E – added

In consideration of the payments set forth in Exhibit F, Contractor shall provide the following services:

I. Description of Services to be Performed by the Contractor

Content Development and Web Maintenance/Hosting

- Create structure to the provided content from nine divisions to make it appropriate for web perusal and understanding
- Review provided content from SMC Health and draft missing structural content for the website, such as gateway introduction content and short program descriptions
- Work with SMC Health Communications conducting multiple rounds of content review
- Service area formulation and organization—work with the SMC Health team to create the categorization of services and programs into like buckets
- Link programs to Service Areas, which are mapped to Service Categories
- Draft content for descriptions of Service Areas and Service Categories
- Work with SMC Health Communications during two or more rounds of content review
- Ongoing web maintenance for two websites, review and planning
- Website Hosting for two websites (existing site) and the development server hosting for the new site for six months until the launch of the new site
- Supervising transition and performance levels of both website(s)

Exhibit F is added to the agreement to read as follows:

Exhibit F- added

In consideration of the services provided by Contractor or described in Exhibit E and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed **TWO HUNDRED FIFTY-TWO THOUSAND DOLLARS, (\$252,000)**, for the contract term.

Budget:


- **Milestone 1: Content Development and Alignment**
 - Budget: \$75,000.00 (\$7,500 per month for 10 months)
 - Working monthly with the Health Communications Team to align content provided to the content framework.
- **Milestone 2: Production and Content Population**
 - Budget: \$70,000.00 (\$7,000 per month for 10 months)
 - Milestone activities include all aspects of the Production and Content population phases of our work plan detailed in the Project Approach section of this response.
 - Working to complete production of the website, including loading content into the CMS framework.
- **Milestone 3: Web Server Transition Assistance**
 - Budget: \$11,000.00
 - Milestone activities include all aspects of managing the legacy server transition from former agency partner to Browne Musser.
 - Working with legacy hosting provider (Pantheon) to ensure the smooth transition.
 - Includes troubleshooting email sending framework and analyzing capacity with Pantheon.
- **Milestone 4: Ongoing Maintenance and Monthly Website Updates**
 - Budget: \$96,000.00 (\$4,000 per month for 24 months)
 - Milestone activities include all aspects of the Website Maintenance, including hosting fee, plug-in costs, plugin management and upkeep.

- Working monthly with the Health Communications Team to absorb post-launch content provided and populate the new website with the new content where necessary.
- Includes ongoing training as needed as well as technical advice as outlined in our work plan.

All other terms and conditions of the agreement dated July 1, 2023, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Browne, Inc.**

DocuSigned by:

608675C5E72B4EB

Contractor Signature

8/13/2025

Date

Patrick Browne
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board