

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of July, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The 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, the parties now wish to amend the Agreement to add content management to the scope of work for the term of July 1, 2023, through June 30, 2026, and increase the amount payable by \$24,500 to an amount not to exceed \$222,200.

**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 – added scope of work for Content Management
- Exhibit D – added Payments and Rates Content Management
- 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 Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A & C.

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, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B, & D. 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 **TWO HUNDRED TWENTY-TWO THOUSAND AND TWO HUNDRED DOLLARS, (\$222,200)**. 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.

**Exhibit C is added to the agreement to read as follows:**

**Exhibit C – added**

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

**I. Description of Services to be Performed by the Contractor**

**Division Content Strategy and Organization**

- 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 i.e. gateway introduction content and short program descriptions.
- Work with SMC Health Communications during two rounds of content review.

**Service-Orientation Framework Development**

- Service area formulation and organization—work with the County 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 rounds of content review.

**Exhibit D is added to the agreement to read as follows:**

**Exhibit D - added**

In consideration of the services provided by Contractor or described in Exhibit D 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 **TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500)**, for the contract term.

**Deliverables**

- Division Content Strategy and Organization: 85 hours/ \$175 per hour
  - \$16,625
- Service-Oriented Framework Development: 29.5 hours/ \$175 per hour.
  - \$7,875.00

These charges will be due on Jul 1, 2024, in alignment with the current contract.

**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:  
*Patrick Browne*  
00007505E72B4EB...  
\_\_\_\_\_  
Contractor Signature

7/25/2024  
\_\_\_\_\_  
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