

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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Browne, Inc., hereinafter called "Contractor";

WITNESSETH:

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;

WHEREAS, the parties entered into an Agreement for implementation of the San Mateo County Health Website Development Project on July 31, 2024, for the agreement term of July 22, 2024 through June 30, 2025, with an amount not to exceed \$97,500; and

WHEREAS, the parties wish to amend the Agreement a first time to add media campaign services, increasing the maximum obligation by \$100,000 for a total amount not to exceed \$197,500 and extending the agreement term to end on June 30, 2026.

WHEREAS, the parties wish to amend the Agreement a second time to add services for the promotion of the Transformation Journey, increasing the maximum obligation by \$90,000 for a total amount not to exceed \$287,500, with no change to the agreement term.

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

1. **Section 3 Payments** 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, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$287,500)**. 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. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Original Exhibit A B is replaced with Revised Exhibit A2 B2.
3. All other terms and conditions of the agreement dated July 31, 2024, 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:  008879C3E72B4EB...	<u>12/02/2025</u>	<u>Patrick Browne</u>
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A2

In consideration of the payments set forth in **Exhibit B2**, Contractor shall provide the following services:

Description

I. Crisis Services Communication Campaign

San Mateo County (SMC) Behavioral Health and Recovery Services (BHRS) invites quotes from qualified firms interested in providing crisis services parent branding recommendations and samples. San Mateo County Health, Behavioral Health and Recovery Services (BHRS) plans to create a new parent brand that encompasses the range of BHRS crisis services (smchealth.org/crisis-services). BHRS' goal for the parent brand is to make crisis services clear and distinguishable for consumers through various communication methods, to raise awareness of services for community members and to establish a name and logo for BHRS crisis services to be included under.

The scope of work will include:

1. Project Management
2. Research & Foundation
3. Branding & Message Development
4. Strategic Brand Implementation
5. Final Report & Presentation
6. Media Campaign Services

1) Project Management

The consultant will lead all aspects of the BHRS crisis services parent branding initiative, including the following:

- 1.1. Advisory to BHRS staff, including strategic thinking and planning about how to apply branding and marketing efforts.
- 1.2. Facilitator of various focus groups comprised of County leadership, employees and consumers to obtain feedback on the attitudes, perceptions, opportunities and challenges of establishing a crisis services parent brand.
- 1.3. Facilitator during the research and development process and/or testing of the new brand.

2) Research & Foundation

This task encompasses the initial research necessary to define target audiences and best way to reach them, develop a brand positioning statement and test recommended brand concepts using targeted focus groups, surveys, and other methodologies as appropriate.

This task should answer how we can best present crisis services in a way that's clear, meaningful, and accessible to lay people, potential users of crisis services, crisis partners and providers, politicians and stakeholders and more identified as target audience.

Deliverables:

- Research summary
- Brand positioning statement

3) Branding & Message Development

In this phase of the project, the selected consultant will create the messaging, the expression of brand, and visual elements that will effectively communicate the variety of BHRS crisis services to target audiences. Messaging should clearly convey the range and purpose of crisis services available and be relevant, modern and simple. Visual elements will include recommended logo, colors, fonts, graphic style and elements that align with BHRS general branding and are adaptable for use across a variety of media applications, including the Department's websites, as well as tagline options. Review of and recommendations regarding BHRS public website and marketing efforts will also be included.

A minimum of two (2), preferably three (3) distinct creative options must be presented, based on the results of the research. The selected logo design and tagline will be delivered, with the final option delivered with a style manual and guidelines for use and the capability of use in the following:

3.1 Print and electronic advertising

3.2 Website design (elements compatible with WordPress, Drupal, SharePoint)

3.3 Templates

Deliverables:

- Style guide with visual and graphic standards, including new logo by September 2024
- Templates for common needs such as posters, brochures, wallet cards, web page layout, report covers, digital and physical signage, social media.
- Recommendations to enhance BHRS' public crisis services web page.

4) Strategic Brand Implementation

This task will define the activities designed to effectively establish BHRS crisis services new parent brand identity to the target audiences as well as identify ongoing strategies for marketing the brand, communicating, maintaining and enhancing the brand's value over the first three (3) years following introduction including both short and long-term strategies and tactics, and a timeline. To ensure effective implementation, the brand strategy should recommend sustainable methods for tracking results and measuring success with target audiences.

Implementation Plan

The consultant will develop an action plan for implementation of the brand in sufficient detail to allow BRHS staff to understand the approach and work plan. An Action Plan should include, but not be limited to the following:

4.1 Estimated costs/budget associated with the implementation process with timelines.

4.2 Recommended positioning logo, tagline and brand guidelines.

4.3 Implementation plans for brand identity applications and maintenance plan.

Deliverables:

- Brand and Marketing Strategy Options
- Tracking & Measurement Recommendations

5) Final Report and Presentation

The selected consultant will deliver one (1) electronic copy of their final report by October 2024, including style guide and related graphics, to BHRS staff. In addition, the selected consultant will be required to make a formal presentation to relevant BHRS staff at the completion of the project to present their final report. Graphics designed to be used for placement in brochures, handouts and other marketing materials shall be in an electronic form commonly used by most computer software (PNG or JPG) and shall not require the purchase of software to enable such use. Files compatible with Adobe Creative Cloud (Photoshop, Illustrator, InDesign) shall be provided to the BHRS Communications staff. Any fonts and color formulas (HEX, RGB, and CMYK) used for the Branding shall also be supplied with the files.

6) Media Campaign Services

A media campaign will promote crisis services, including but not limited to promotion via billboards, physical ads, social media, radio, podcast, video, and more. The promotional efforts will begin early 2024 and run until the end of June 2026.

Timeline

Browne Musser will work with the SMC Health to determine the time, date and location of meetings. The timing of the 5 phases is outlined below:

- Phase 1 – Brand Discovery (7/22 - 8/16)
- Phase 2 - Brand Strategy and Development (8/19 - 8/30)
- Phase 3 - Visual Identity & Brand Design (9/2 - 9/27)
- Phase 4 - Messaging Development (9/2 - 9/27)
- Phase 5 – Implementation Plan (9/16 - 9/27)
- Phase 6 - Template Design & Style Guide (9/30 - 10/25)
- Phase 7 - Final Summary (10/14 - 10/25)

II. BHRS Transformation Journey Communications

Contractor will support a communication strategy by developing clear, compelling key messages, talking points, website updates, newsletters, and other vital communication materials—ensuring that public stakeholders, staff, and clients receive timely, accurate, and engaging information about the BHRS Transformation Journey milestones, opportunities, and service enhancements.

The scope of work deliverables will include:

1. **Strategy and Project Management** – to support planning, coordination, documentation, and oversight, ensuring smooth execution and continuous alignment with the BHRS Transformation Journey objectives.
 - a. Kickoff Weekly Project Meetings
 - b. Project Management
 - c. Meeting Summaries with Action Items
 - d. Discovery/Research – desk review of materials and 3-5 stakeholder
 - e. Assignment Brief
2. **Messaging** – to engage stakeholders, promote the BHRS Transformation Journey, and build public and organizational awareness of mission, vision, priorities and services.
 - a. Mission and vision update and elevator pitch
 - b. Messaging Framework - key messages, talking points
3. **Other Communication Tools** – to support other communication strategies as needed to include internal and external messaging (newsletter, slide decks), website content updates, media campaign, and other materials as requested by BHRS

Exhibit B2

In consideration of the services provided by Contractor described in **Exhibit A2** and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Maximum Obligation:

The maximum amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed TWO HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$287,500).

Payment Rates:

The county shall pay the contractor in accordance with the following program expenses described below:

I. Crisis Services Communication Campaign

- Brand Discovery: \$20,000
- Brand Strategy and Development: \$15,000
- Visual Identity & Brand Design: \$20,000
- Messaging Development \$15,000
- Implementation Plan: \$15,000
- Template Design & Style Guide: \$10,000
- Final Summary: \$2,500
- Media Campaign Services: \$100,000

II. BHRS Transformation Journey Communication

- Strategy and Project Management: \$15,000
- Messaging: \$25,000
- Other Communication Tools: \$50,000

Contractor shall submit all required documentation necessary to support the invoice.

County shall have the right to withhold payment if the County determines that the quality or quantity of work is unacceptable.