

AMENDMENT 1 TO THE SERVICE AGREEMENT WITH CIVIC CALLING CORPORATION, DBA HOLLY, INC.

This is Amendment 1 to the Service Agreement, dated August 14, 2025 (the “Agreement”), by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Civic Calling Corporation, dba Holly, Inc., a limited liability company organized under the laws of the state of Delaware (“Contractor” or “Vendor”).

WHEREAS, the Human Resources Department (HR) wishes to expand their existing AI-powered classification and compensation platform; and

WHEREAS, the County published RFP-26-0676BC to solicit proposals for an AI-powered classification and compensation platform designed specifically for government/public section applications; and

WHEREAS, Civic Calling Corporation, dba Holly, Inc. was selected by the Snohomish County evaluation committee as submitting the highest-ranking proposal to provide this new electronic document management system; and

WHEREAS, the increased cost to the Agreement from September 1, 2026 through August 31, 2029 shall not exceed One Hundred Eighty-Five Thousand Four Hundred Fifty-Four Dollars (\$185,454.00) plus applicable sales tax.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 1, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall be amended as follows:

1. Exhibit C Statement of Work is added to the Agreement to describe the services included in this Amendment 1 and incorporated herein by this reference.
2. Section 1 Term is amended to read as follows:
 1. **Term:** The effective date of this agreement is September 1, 2025, and the Agreement shall terminate August 31, 2029, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the effective date, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.
3. Section 2 Compensation is amended to read as follows:

2. **Compensation:**

The County’s total payments to the Vendor under this Agreement shall not exceed \$210,454.00 excluding any renewals or extensions, plus applicable sales tax.

The County shall make to the Vendor those payments described in the fee schedule attached here to as Exhibit A, which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

4. Section 3 Vendor’s Obligations is amended to read as follows:

3. **Vendor’s Obligations:** The Vendor shall provide those services and carry out the work described in the Service Plans attached hereto as Exhibit B and Exhibit C (“Services”), which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

5. Exhibit A Fee Schedule is amended to read as follows:

The service fee listed by Civic Calling Corporation dba Holly, Inc. (“Vendor”) covers all services and deliverables associated with the Service Plans.

Vendor’s fees for all services provided pursuant to this Agreement will be billed in accordance with the fee schedule below. Payment terms are Net 60 days upon County’s receipt of invoice.

TABLE 1: FEE SCHEDULE (before applicable Washington State sales tax)

Description	Service Dates	Fee
Pilot Discounted License Fee	September 1, 2025 to August 31, 2026	\$25,000
Year 1 License Fee	September 1, 2026 to August 31, 2027	\$60,000
Year 2 License Fee	September 1, 2027 to August 31, 2028	\$61,800
Year 3 License Fee	September 1, 2028 to August 31, 2029	\$63,654
Total Fees September 1, 2025 through August 31, 2029		\$210,454

TABLE 2: OPTIONAL FEE SCHEDULE (before applicable Washington State sales tax)

Description	Fee
Optional labor relations software annual fee*	\$48,000

*If County wishes to add this service, an amendment to the Agreement will be required to increase the Contract Maximum.

6. Except as expressly amended by this Amendment 1, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be duly executed as of the date of the last signature below.

Signature page follows.

SNOHOMISH COUNTY:

CIVIC CALLING CORPORATION, DBA
HOLLY, INC.:



Snohomish County Executive Director Date

By: President & Co-CEO

Title: 4/29/2026

Date:

EXHIBIT C

SERVICE PLAN (SCOPE OF WORK)

Snohomish County × Civic Calling Corporation, DBA Holly, Inc.

Three-Year Continuation Term: September 1, 2026 – August 31, 2029

A. Purpose

This Service Plan governs the continuation and expansion of the classification and compensation services provided by Civic Calling Corporation, DBA Holly, Inc. (“Vendor”) under the parties’ initial one-year agreement executed August 14, 2025 (“Initial Term”). Vendor will provide the County with an AI-powered Job Design Platform and the following professional services from September 1, 2026 through August 31, 2029 (“Continuation Term”):

1. Maintain and continuously modernize the County’s approximately 1,000 class specifications, including ongoing updates driven by reclassification activity, regulatory developments, and evolving operational needs.
2. Supply compensation benchmarks, refreshed quarterly, to support labor negotiations, talent acquisition, reclassification analysis, and fiscal stewardship.
3. Provide responsive analytical support for reclassification requests, including comparator analysis, internal alignment review, and recommended specification and salary treatment.
4. Automate and refresh core policy checks, including FLSA exemption, ADA/FEHA reasonable-accommodation review, driver-license requirements, skills-based hiring opportunities, and EEO-4 classification.

B. Services & Deliverables

Vendor shall provide to the County the following services and deliverables:

Modern Classification

- Map (AI-driven) each County class specification to at least three comparator job specifications; refresh quarterly as comparator data changes.
- Score external comparator matches for similarity with County job specifications and identify internal opportunities for merge, split, and alignment.
- Generate job specifications and workflows: auto-draft, edit, merge, route, and approve updated specifications within the Platform, with all versions logged and auditable.
- Include new requirements from a range of documents: parse position-description surveys, agency drafts, desk audits, and meet-and-confer documents, and include changes into job specifications.

- Review and update job specifications in response to changes in regulatory requirements (federal, Washington State, and local), County policy, and emerging service-delivery needs.

Reclassification Support

- Provide intake and review of reclassification requests submitted by County departments, including Platform-based comparator review and recommended specification treatment.
- Develop supporting analyses for reclassification determinations, including side-by-side duty comparisons, comparator benchmarks, and FLSA/EEO-4 considerations.
- Create County-branded reclassification memos and summaries in Word, Excel, or PDF format, scoped to HR's existing review process.
- Track reclassification outcomes within the Platform to support consistency across departments and over time.

Modern Compensation

- Create library of salary data for all classes that have been mapped to comparators including airports-specialist comparators (see Section H) and any additional comparator groups agreed upon during the Continuation Term.
- Review and update classification and compensation data on a quarterly basis, completed by the 15th calendar day of each quarter.
- Provide custom reports in Word, Excel, and PDF formats based on identified County needs, including cycle-specific reports to support budget development and labor negotiations.
- Provide unlimited ad hoc compensation analyses, scoped jointly with County HR.

Policy Analysis

- Provide on-demand compliance reports covering FLSA exemption status, ADA/FEHA reasonable-accommodation considerations (including driver-license needs), skills-based hiring opportunities, and EEO-4 classification.
- Notify County of new or amended federal, Washington State, and local requirements that would affect County class specifications; update specifications and analyses accordingly as they become effective.
- Provide additional automated assessments; these may be jointly scoped and will be delivered at no extra cost during the Continuation Term.

C. Platform, Security, & Access

- Unlimited user seats with role-based permissions, via Single Sign-on (SSO).
- ≥ 99.5 % monthly uptime; U.S. data residency; daily encrypted backups retained 30 days.
- Audit logs preserved for at least three years.

- Optional REST API access for data extracts or integrations.
- All data is owned by the County unless otherwise requested by the County.
- At the conclusion of the service term, Vendor shall provide all County data to the County within 30 days of the conclusion of the service term.
- Vendor will at no point receive or store Personally Identifiable Information (PII) from the County or other sources.

D. Training & Change Management

5. Renewal kick-off: re-confirm project goals, data refresh, user roster, and roles; review outcomes from the Initial Term and priorities for the Continuation Term.
6. End-user training: 2-4 targeted remote sessions for new and existing users, including refresher sessions at the start of each contract year, and one onsite session.
7. Playbooks: ongoing access to a consolidated PDF quick-start guide in the Vendor platform for spec editing, benchmarking, reclassification workflow, and approvals.
8. Office hours: Vendor shall provide weekly remote 30-minute drop-in sessions throughout the Continuation Term.
9. Improvement meetings: Vendor shall provide monthly remote 45-minute meetings with County Human Resources Department (HR) leadership to discuss progress, roadblocks, and continued product improvement.
10. Site visits: Vendor shall perform site visits semi-annually, with schedule and agenda jointly set by the County and Vendor.
11. Annual service review: Vendor shall provide a formal review meeting each contract year to assess outcomes against the priorities identified in Section A and to set priorities for the following year.

E. Schedule

Key milestones for the Continuation Term are:

Milestone	Target Date
Agreement execution / kick-off	September 1, 2026
Baseline data refresh and	On or before September 15, 2026

Milestone	Target Date
reconciliation complete	
Platform re-onboarding for new users; SSO & roles confirmed	On or before September 30, 2026
Year 1 continuous service and enhancements	September 1, 2026 – August 31, 2027
Year 2 continuous service and enhancements	September 1, 2027 – August 31, 2028
Year 3 continuous service and enhancements	September 1, 2028 – August 31, 2029
Annual service review meetings	By June 30 of each contract year

F. Support & Escalation

Vendor will provide support at the service levels set forth below. Legal holidays observed by the County are excluded from response windows for High and Normal severity issues.

Severity	Definition	Response	Resolution Target
Critical	System down; platform unavailable	Within 2 hours, 24 x 7	Within 24 hours
High	Workflow blocked; degraded functionality	Within 4 business hours (M–F, 8am–8pm PT)	Within 2 business days

Severity	Definition	Response	Resolution Target
Normal	How-to questions; cosmetic issues	Within 1 business day	Within 5 business days

G. Primary Contacts

Vendor: Brendan Hellweg | brendan@hollygov.com | (413) 552-9365

County Project Lead: To be designated by the County’s Department of Human Resources at kick-off.

Either party may change its designated contact by written notice to the other party.

H. Comparator Agencies

The County’s comparator list will continue to drive Vendor’s classification mapping and compensation benchmarking. For the Continuation Term, the comparator framework has been updated to include an airports-specialist comparator set, which will be applied to airport-related and aviation-adjacent classifications (e.g., airport operations, maintenance, public safety, and administration) in addition to the County’s existing general-government comparator list.

Additional specialist comparator lists (for example, for law enforcement, public health, public works, information technology, or other functional areas) may be added by mutual agreement during the Continuation Term at no additional cost, subject to reasonable data availability. Comparator agency list changes will occur no more than quarterly, and the combined comparator set will comprise no more than 20 general-government comparators plus any agreed specialist comparator sets. The County will furnish any updated comparator selections at the start of each contract year, or earlier, to enable effective preparations.

I. County Responsibilities

1. Provide current class specifications, salary schedules, MOUs, and organizational charts within ten (10) business days of Vendor request, and provide updates as changes occur to the organizational structure, priorities, or other context during the Continuation Term that would effect how the Vendor’s resources are deployed.
2. Assign a Project Lead with authority to make day-to-day decisions and escalate blockers, and identify additional points of contact as needed for reclassification workflow.
3. Review Vendor deliverables (e.g., merge/split proposals, specification drafts, reclassification analyses, and compensation reports) within ten (10) business days unless otherwise agreed by both parties.
4. Provide feedback, documents, and access to staff as needed to support the scope of services.

5. Identify the comparator sets to be used, including any specialist comparator sets, and notify Vendor of changes in accordance with Section H.

J. Assumptions & Constraints

- Baseline class count remains approximately 1,000 (+/- 25%). Material changes to the baseline class count will be addressed by written amendment if they exceed the stated range.
- Comparator agency list changes occur no more than quarterly, subject to the structure described in Section H.
- New functionality released to comparable Vendor customers during the Continuation Term is included at no additional cost.
- Regulatory and legal monitoring under this Service Plan is informational and supportive of the County's HR operations; it does not constitute legal advice, and final classification and compensation determinations remain with the County.