

SERVICE AGREEMENT
BY AND BETWEEN SNOHOMISH COUNTY
AND
CIVIC CALLING CORPORATION, DBA HOLLY, INC.

THIS AGREEMENT (this "Agreement") is entered into this 14th day of August, 2025, by and between SNOHOMISH COUNTY, a political subdivision organized and existing under the constitution and laws of the State of Washington, acting by and through the Department of Human Resources (the "County") and CIVIC CALLING CORPORATION, DBA HOLLY, a corporation formed and in good standing in the State of Delaware and is authorized to conduct business in the State of Washington (the "Vendor").

1. **Term:** The effective date of this Agreement is September 1, 2025. This Agreement terminates on September 1, 2026 unless sooner terminated as provided in Section 2 of this Agreement.
2. **Compensation:** The County's total payments to the Vendor under this Agreement shall not exceed \$25,000.

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

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

4. **Termination**

- a. **Termination for Cause.** If the Vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Vendor shall violate any of the representations, warranties, covenants, terms or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement, provided the Vendor has failed to cure such violation within ten (10) days after receiving written notification from the County. In the case of Termination for Cause, the Vendor will refund the County the prorated portion of the annual fee within 30 days.
- b. **Termination for Convenience.** The County shall have the right to terminate this Agreement at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days' prior written notice to the Vendor. In the case of Termination for Convenience, the fee schedule will not be adjusted and the County will not be entitled to a refund for any amount pre-paid.

5. **Warranty and Disclaimer:** Vendor shall use reasonable efforts consistent with prevailing industry standards to maintain the services and deliverables under this Agreement in a manner which minimizes errors and interruptions and shall perform any professional and support services in a professional and workmanlike manner. Holly’s cloud-based application (“Platform”) may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Vendor or by third-party providers, or because of other causes beyond Vendor’s reasonable control, but Vendor shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, VENDOR DOES NOT WARRANT THAT THE SERVICES AND DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES AND DELIVERABLES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, DELIVERABLES AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS” AND VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

6. **Restrictions and Responsibilities:** The County will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the services of deliverables provided under this Agreement; modify, translate, or create derivative works based on the services, deliverables or the Platform (except to the extent expressly permitted by Vendor or authorized under this Agreement); use the deliverables, services or the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. The County shall be liable for its employees and agents’ use of the services, deliverables and Platform.

7. **Intellectual Property:** County owns all data provided to Vendor and all reports, analyses, and deliverables created from County data (“Work Product”). Vendor owns the Holly Platform, as described in the Service Plan, all underlying technology, and all platform improvements developed during the Term. County receives a non-exclusive license during the Term to use the Platform for internal business purposes only. Upon termination, County may export all County data and Work Product in standard formats, and Vendor shall provide reasonable export assistance for 60 days. Vendor shall defend County against third-party IP infringement claims related to the Platform or services provided under this Agreement, provided County promptly notifies Vendor and cooperates in defense; if infringement is found, Vendor may secure continued use rights, replace infringing components, or refund applicable fees. This section survives termination of this Agreement.

8. **County Data:** Notwithstanding anything to the contrary, Vendor shall have the right to collect and analyze data and other information relating to the provision, use and performance of various

aspects of the services and related Platform (including, without limitation, information concerning County data and data derived therefrom), and Vendor will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the services, deliverables and Platform, and for other development, diagnostic and corrective purposes in connection with the services, deliverables and Platform and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

9. **Confidentiality**: “Confidential Information” means any information disclosed by one Party (“Discloser”) to the other Party (“Recipient”) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully known to Recipient prior to disclosure by Discloser; (c) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information; or (d) is rightfully received from a third party without restriction. Recipient shall: (a) protect Discloser’s Confidential Information with at least the same degree of care it uses to protect its own confidential information of like importance, but in no event less than reasonable care; (b) use Discloser’s Confidential Information solely to perform its obligations under this Agreement; and (c) not disclose Discloser’s Confidential Information to any third party without Discloser’s prior written consent, except to Recipient’s employees, agents, or subcontractors who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those set forth herein.

10. **Indemnification**: The Vendor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, officials, employees, and agents from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person under Vendor’s control and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Vendor indemnification obligation does not apply to the County’s “sole negligence” or “willful misconduct.”

11. **Retention of Records**: The Vendor shall retain and maintain all records and documents relating to this Agreement for seven (7) years from its expiration or termination. The Vendor shall make such records and documents available for inspection and audit at any time to authorized representatives of the County.

12. **Audits**: At any time during business hours and as often as the County may deem necessary, there shall be made available to the County for examination, the Vendor's records with respect to matters covered by this Agreement. The Vendor shall permit the County to audit, examine and make excerpts or transcripts from such records.

13. **Modifications and Amendments:** Any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement and is duly executed by an authorized representative of each party.

14. **Insurance:** Without in any way affecting the indemnity herein provided and in addition thereto, Vendor shall secure and maintain throughout the Agreement term the types of insurance with limits as shown below:

The Vendor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Vendor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

- a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Vendor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 14, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Vendor under this Agreement. The Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

- b. No Limitation on Liability. The Vendor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.
- c. Minimum Scope and Limits of Insurance. The Vendor shall maintain coverage at least as broad as, and with limits no less than:
 - (i) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$4,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
 - (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

- (iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;
- (v) Technology Professional Liability Errors and Omissions Insurance: appropriate to the Vendor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- i. If applicable, the policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the County may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County that will be in the care, custody, or control of Vendor.

- d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:
 - (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

- (ii) The Vendor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Vendor's liability to the County and shall be the sole responsibility of the Vendor.
- (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Vendor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

- e. Subcontractors. The Vendor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of the Vendor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

15. **Disputes:** The County shall in all cases determine the amount or quantity, quality, and acceptability of the work and materials under this Agreement and shall, in all cases, decide questions which may arise relative to the fulfillment of this Agreement or to the obligations of the Vendor thereunder.

16. **Publication:** Prior to any advertising, publicity, or promotional materials initiated by the Vendor relating to the services under this Agreement, the Vendor shall obtain prior written approval from the County before such materials can be released.

17. **Compliance with Laws:** The Vendor hereby represents, warrants, covenants, and agrees that:

- a. It is qualified to do business in the State of Washington and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. The Vendor's name in this Agreement is its full legal name;
- c. It has the requisite corporate power, authority and legal capacity to enter into this Agreement and fulfill its obligations hereunder;
- d. During the Term, it will comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement.

18. **Miscellaneous Provisions**

- a. **No Waiver.** A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
- b. **Severability.** Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision.
- c. **Governing Law; Venue; Attorneys' Fees.** This Agreement is made in the State of Washington and shall be governed by the laws of the State of Washington, including the applicable statute of limitations, without regard to the conflict of law rules. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in Snohomish County, Washington. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of Washington, Snohomish County District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of Washington, Snohomish County District. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
- d. **Assignment.** Without the prior written consent of the County, the Agreement is not assignable by Vendor either in whole or in part.
- e. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

- f. **Notice.** All notices required under this Agreement shall be in writing and be given by personal delivery or by certified mail, return receipt requested, to:
- i. FOR THE COUNTY: Snohomish County IT Department, M/S 607, 3000 Rockefeller Ave, Everett, WA 98201
 - ii. FOR THE VENDOR: Civic Calling Corporation, DBA Holly, Inc., 447 Broadway, 2nd Floor, #1295, New York, NY, 10013
- g. **Independent Contractor.** It is agreed by the parties that at all times and for all purposes hereunder that neither the Vendor nor its employees are employees of the County.
- h. **Entire Agreement.** This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.
- i. **County Review and Approval.** When the Vendor has completed any discrete portion of the services, the Vendor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Vendor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Vendor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Vendor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Vendor shall promptly remedy the problem or problems and re-submit the work to the County. The Vendor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Vendor shall be responsible for the accuracy of work even after the County accepts the work.

If the Vendor fails or refuses to correct the Vendor's work when so directed by the County, the County may withhold from any payment otherwise due to the Vendor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Vendor's conduct.

- j. **County Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Vendor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Vendor of the Vendor's compliance with the requirements of Chapter 2.460 SCC. If the Vendor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Vendor's obligations under other federal, state, or local laws against discrimination.

- k. **Federal Non-discrimination.** Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.
- l. **Force Majeure.** If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- m. **Suspension of Work.** The County may, at any time, instruct the Vendor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination.
- n. **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Vendor are needed for the County to respond to a request under the Act, as determined by the County, the Vendor agrees to make them promptly available to the County. If the Vendor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Vendor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Vendor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Vendor (a) of the request

and (b) of the date that such information will be released to the requester unless the Vendor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Vendor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Vendor to claim any exemption from disclosure under the Act. The County shall not be liable to the Vendor for releasing records not clearly identified by the Vendor as confidential or proprietary. The County shall not be liable to the Vendor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

- o. No Third-Party Beneficiaries.** The provisions of this Agreement are for the exclusive benefit of the County and the Vendor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

SIGNATURES

FOR SNOHOMISH COUNTY:

Viggo Forde, CIO and Director of Information Technology, Snohomish County

Date: _____

FOR CIVIC CALLING CORPORATION:

Brendan Hellweg 8/14/2025

Brendan Hellweg, Co-founder, President Civic Calling Corporation, DBA as Holly, Inc.

Date: _____

EXHIBIT A

FEE SCHEDULE

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

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.

Billing Date	Service Fee	Components
September 1, 2025	\$25,000	Annual discounted license fee of \$25,000

EXHIBIT B

SERVICE PLAN

A. Partnership Purpose

Holly will provide the County with an AI-powered **Job Design Platform** and accompanying professional services to:

1. Modernize and maintain the County's ~1,000 class specifications.
2. Supply compensation benchmarks (refreshed on a quarterly basis) to support labor negotiations, talent acquisition, and fiscal stewardship.
3. Automate core policy checks, including FLSA exemption, ADA/FEHA reasonable accommodation, driver-license requirements, and skills-based hiring opportunities.

B. Services & Deliverables

Modern Classification

- **AI-Driven Mapping** – Each County class specification mapped to at least three comparator specifications.
- **Similarity Scoring** – Transparent scoring for external matches and internal merge/split opportunities.
- **Spec Generation & Workflow** – Auto-draft, edit, merge, route, and approve updated specifications within the Platform; all versions logged.
- **Document Ingestion** – Parse position-description surveys, agency drafts, and meet-and-confer documents and fold changes into specs.

Modern Compensation

- **Benchmark Library** – Includes salary for all mapped classes
- **Refreshed Data** – Refresh classification and compensation data **quarterly** (completed by the 15th calendar day).
- **Custom Reporting** – Provide custom reports (Word, Excel, PDF) based on identified needs

Policy Analysis

- **Compliance reporting** – On-demand compliance reports for:
 - FLSA exemption status
 - ADA/FEHA reasonable-accommodation considerations (including driver-license needs)
 - Skills-based-hiring opportunities
 - EEO-4 classification
- **Custom analyses** – Additional automated assessments may be jointly scoped and delivered at no extra cost during the Term.

C. Platform, Security, & Access

- Unlimited user seats with role-based permissions (SSO).
- $\geq 99.5\%$ 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, Holly agrees to destroy all data provided by the County upon the County's request. Such data destruction shall occur immediately following the conclusion of services or within a reasonable timeframe as determined by the County. Holly will provide written confirmation of data destruction upon completion.
- Holly will at no point receive or store Personally Identifiable Information (PII) from the County or other sources.

D. Training & Change Management

1. **Kick-off week** – establish project goals, data transfer, training, and roles.
2. **End-user training** – targeted remote sessions to ensure customer success.
3. **Playbooks** – PDF quick-start guides for spec editing, benchmarking, and approvals.
4. **Office hours** – weekly remote 30-minute drop-in sessions throughout the duration of the contract
5. **Improvement** – monthly remote 45-minute meetings with County HR leadership to discuss progress, roadblocks, and continued product improvement.
6. **Site Visits** – semiannual site visits to ensure customer success

E. Schedule

- **Agreement execution / Kick-off** – September 1, 2025.
- **Baseline data processing complete** – on or before September 10, 2025.
- **Platform onboarding** – on or before September 15, 2025.
- **Continuous service and enhancements** – September 1, 2025 – September 30, 2026.
- **Contract / renewal review** – by July 1, 2026.

F. Support & Escalation

- **Critical (system down)** – response within 2 hours, resolution within 24 hours (24 \times 7).
- **High (workflow blocked)** – response within 4 hours Monday–Friday, 8am–8pm Pacific, excluding legal holidays, resolution within 2 business days.
- **Normal (how-to / cosmetic)** – response within 1 business day, resolution within 5 business days.

Primary contacts

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

County Project Lead: Lindsey Jones | HRBP II | Lindsey.Jones@co.snohomish.wa.us

H. County Responsibilities

1. Provide current class specs, salary schedules, MOUs, and org charts within **10 business days** of request.
2. Assign a Project Lead with authority to make day-to-day decisions and escalate blockers.
3. Review Vendor deliverables (e.g., merge/split proposals, spec drafts).
5. Provide feedback, documents, and access to staff as needed.

I. Assumptions & Constraints

- Baseline class count is **1,000** (+/- 25%).
- Comparator agency list changes occur no more than **quarterly** and comprises no more than 20 comparators. County will furnish its list of comparators at or before contract signing to enable effective preparations
- New functionality released to comparable customers during the Term is included at no additional cost